



CITY OF IRVINE

ORANGE COUNTY, CALIFORNIA

**NOTICE INVITING BIDS, PROPOSAL,
CONTRACT AND SPECIAL PROVISIONS
FOR**

**ON-CALL CONCRETE IMPROVEMENTS
CITYWIDE
BID NO. ST-24-0020**

**CITY OF IRVINE
1 CIVIC CENTER PLAZA
P.O. BOX 19575
IRVINE, CALIFORNIA 92623-9575**

JULY 2024

**ON-CALL CONCRETE IMPROVEMENTS
VARIOUS LOCATIONS**

THE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY OR
UNDER THE DIRECTION OF:



Lincoln Lo, P.E.
Deputy Director/City Engineer
R.C.E. No. 66116

7/3/24

Date

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CITY OF IRVINE, CALIFORNIA
NOTICE INVITING BIDS
BID NO. ST-24-0020

NOTICE IS HEREBY GIVEN that sealed bids with online bid price submittal will be received by the Purchasing Representative of the City of Irvine, California, for furnishing all labor services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the contract documents for the **On-Call Concrete Improvements** together with appurtenances thereto, in strict accordance with the specifications on file at the Department of Public Works and Sustainability, 1 Civic Center Plaza, Irvine, California 92606-5207.

DATE OF OPENING BIDS: Bid prices for each line item of the Schedule of Work must be entered and all other required documents for the bid proposal packet (pages 14, and 20-33, as well as the CWA LETTER OF ASSENT and other required Federal forms from Appendix C and Appendix D, must be uploaded to the BidsOnline system in accordance with the instructions beginning on page 18 no later than **10:00 a.m. on August 1, 2024**. No late bids will be accepted. No other method of bid submittal will be accepted. Bids will be made publicly available via BidsOnline at the date and time specified above.

LOCATION OF THE WORK: The work to be performed hereunder is located in the City of Irvine, County of Orange, in multiple locations throughout the City of Irvine.

MANDATORY PRE-BID MEETING: There will be a **mandatory** pre-bid meeting on **July 17, 2024, at 10:30 a.m.** in the Irvine Civic Center Conference Room L102 at 1 Civic Center Plaza, Irvine. Failure to attend will result in your bid being declared non-responsive.

DESCRIPTION OF WORK: The work to be performed shall include, but not be limited to: Clear and grub, asphalt and concrete removal, tree removal, sign removal, roadway excavation, fine grading, installation of sidewalk and curb ramps, reconstruction of driveways, construction of retaining curb and slough wall, utility adjustments, storm drain modifications, tree installation, sign installation, restoration of landscape and irrigation, and other items not mentioned here, but required by plans and Special Provisions. The Engineer's construction cost estimate for the scope planned over the duration of the contract is above \$4,810,000 (rounded to the nearest ten thousand).

LICENSE REQUIREMENT: **Prime Contractor must possess a valid Class A license.** At the time of contract award, the Bidder shall be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Division 3.

In accordance with California Public Contract Code Section 20103.5, when federal funds are involved in local agency contracts, no bid shall be invalidated by the failure of the bidder to be licensed in California at the time of bid opening. However, at the time of award, the selected contractor shall be properly licensed in accordance with the laws of the state.

FEDERAL FUNDING REQUIREMENTS: This contract will be funded in whole or in part with Community Development Block Grant (CDBG) funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision shall be provided with the

Bid documents for the Contract, and on each successive Work Order. All bidders shall meet all required federal requirements, included in these Special Provisions.

Bidders are advised that the awarded Contractor must document Section 3 workers, the total project hours, Section 3 worker hours, and targeted section 3 workers on each contract Work Order.

In addition, certain Federal Requirement (FR) and Housing and Urban Development (HUD) pages must be executed and submitted with the bid. Refer to Appendix C and Appendix D for more information.

DEBARRED CONTRACTORS: The City of Irvine Municipal Code Section 2-12-101 *et seq.* sets forth procedures to debar Contractors from bidding or performing work on City of Irvine contracts at any tier, whether prime, subcontractor, etc. Accordingly, certain Contractors have been debarred and are listed on the City's website at www.cityofirvine.org/purchasing. Click on the link which states: "For a list of Debarred Contractors, please [click here](#)."

Contractor registration at SAM.gov for a Unique Entity Identifier (UEI), shall be required for verification.

COMPLETION OF WORK AND LIQUIDATED DAMAGES: Liquidated damages shall be charged at the per day amount specified in Table 12-1 of the Caltrans 2023 Local Assistance Procedure Manual (LAPM) corresponding to the total amount of the Purchase Order for each and every Calendar Day's delay in finishing the Work in excess of the number of Working Days specified in the Purchase Order. If all Work except plant establishment or permanent erosion establishment is completed on a particular Purchase Order and the total number of working days have expired, liquidated damages will be assessed at no more than \$950 per Calendar Day. A Notice of Completion (NOC) will be filed and maintained for City Records with each completed Work Order.

AWARD OF CONTRACT: The award of the Contract, if it is awarded, will be to the lowest responsive and responsible Bidder whose bid complies with all the requirements prescribed. The City cannot guarantee that all of the bid schedule items will be utilized over the course of the Contract, or that a minimum amount of the Contract authority will be used. Payments to the Contractor(s) will be based upon actual installed/constructed quantities completed to the satisfaction of the Engineer.

The City reserves the right, after opening bids, to reject any or all bids, to make awards in the interest of the City including waiving any minor irregularity or informality in any Bid that does not give the Bidder a competitive advantage over other Bidders, and to reject all other bids.

PROPOSAL GUARANTEE AND BONDS: Each bid shall be accompanied by a scanned copy of a certified or cashier's check or corporate surety bond issued by a surety company, admitted to do business in the State of California, on the form furnished by the City as guarantee that bidder will, if an award is made to him in accordance with the terms of his bid, promptly secure Workers' Compensation insurance and liability insurance, execute a contract in the required form, and furnish satisfactory bonds for the faithful performance of the contract ("Performance Bond") and for the payment of claims of materialmen and laborers thereunder ("Payment Bond"). Said check or bidder's bond shall

be in an amount of not less than ten percent (10%) of the amount of the bid. **Bidders with the three lowest responsive bids shall deliver an original hard copy of the certified check, cashier's check or surety bond to the Purchasing Representative at 1 Civic Center Plaza, Irvine, CA 92606 within five (5) business days of the bid opening date. Failure to submit the original check or bidder's bond may result in the bid being declared non-responsive.** The Performance and Payment Bonds shall be not less than one hundred percent (100%) of the total amount of the bid price named in the contract. Only bonds issued by companies admitted to do business in the State of California will be accepted in accordance with the Code of Civil Procedure Section 995.311. Failure to submit acceptable Payment and Performance Bonds as required shall result in a rejection of the bid and a forfeiture of the proposal guarantee.

PREVAILING RATES OF WAGES: Prevailing wage requirements apply to public works projects with a value exceeding \$1,000.00. The definition of "public works" is found at Labor Code Section 1720, et seq.

The CITY is subject to the provisions of law relating to public contracts in the State of California. It is agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein, and will be complied with by CONTRACTOR. CONTRACTOR shall abide by all applicable Sections of the California Labor Codes including Sections 1770 -1781, *et seq.* In accordance with the provisions of Section 1773 of the California Labor Code, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the Work is to be performed shall be in accordance with the rates posted on the Department of Industrial Relations website, found at <http://www.dir.ca.gov/dir/databases.html>. The CONTRACTOR, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of this Agreement.

The CITY reminds all contractors and subcontractors of the adoption of Senate Bill 96 – Amendments to California Prevailing Wage Law Requires Additional Measures by Public Agencies, Contractors and Subcontractors, and encourages them to understand and comply with the requirements as set forth on the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. All contractors and subcontractors who plan to bid on a public works project when the project is for construction, alteration, demolition, installation, or repair work with a value exceeding \$25,000.00 must first be registered and pay an annual fee with the DIR. Additionally, all contractors and subcontractors who plan to bid on public works projects involving maintenance work with a value exceeding \$15,000.00 must first be registered and pay an annual fee with the DIR. The CITY requires all contractors and subcontractors to be registered with the DIR prior to submitting a bid meeting these parameters. Subject to the exceptions set forth in Labor Code Section 1725.5, bids from contractors that are not currently registered will be deemed nonresponsive. Further, the CITY will not award a contract to and no contractor or subcontractor will be allowed to work on a CITY public works project meeting these parameters unless they are registered with the DIR pursuant to Labor Code Section 1725.5. Please visit the DIR website for further information.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is

not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Prevailing Wage Statement: This contract will be funded in whole or in part with Federal Housing and Community Development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision applicable to this project is included in the Bid Document.

This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. This includes “helper” (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal prevailing wage rate which most closely approximates the duties of the employees in question.

The Contractor’s duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is on file at the City Clerk’s office and is also available online at <http://www.dir.ca.gov/dlsr/>.

APPRENTICESHIP PROGRAM: Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

MINORITY AND WOMEN OWNED BUSINESS: Bidders will be required to document their status as a Minority Business Enterprise (MBE), a Women-owned Business Enterprise (WBE) or a non-MBE/WBE firm. Bidders that are not MBE/WBE firms will be required to make a good faith effort, and to document their efforts to include firms as part of the contract bid.

SECTION 3 STATEMENT: The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968. Contractors and subcontractors must address the Section 3 employment work hours benchmarks for Section 3 Workers and Targeted Section 3 Workers as established by the U.S. Department of Housing and Urban Development at 24 CFR Part 75

CONFLICT OF INTEREST: In the procurement of supplies, equipment, construction, and services, the conflict of interest provisions in 2 CFR 200.318 shall apply. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or

other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Build America, Buy America: The construction services performed pursuant to this contract are subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022. By submitting a bid, Contractor hereby certifies they are familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABA requirements. A copy of the contractor self-certification form is included in the Bid Document.

LABOR REGULATIONS: The Contractor shall comply with all applicable requirements of the California Labor Code and the City of Irvine Municipal Code.

COMMUNITY WORKFORCE AGREEMENT: This project is subject to the Community Workforce Agreement (CWA) between the City and the Los Angeles/Orange County Building and Construction Trades Council (Trades Council). The CWA establishes labor relations policies and procedures for the Contractor and subcontractors of all tiers – including a local hire goal, payment of employee fringe benefits through a union trust fund and registering employees through a union hall. A signed Letter of Assent must be submitted with Bid proposal packet. The City of Irvine will utilize a CWA Administrator who will work with the Contractors and the Trades Council to oversee the provisions of the CWA. A copy of the CWA is included in Appendix E.

Prior to any work being done on the project, Contractors that are not signatory with one of the unions that are signatory to the CWA shall register each of their own workers (Core Employees) with the appropriate union hall and must provide a listing (Core Employees List, see Appendix E) of their Core Employees to the CWA Administrator. The CWA contains a local hiring goal of 30%, calculated based on total hours worked. The local hire provision requires best efforts to utilize qualified workers first residing in the Local Zip Code List (see Appendix E), then to Veterans residing in Orange County, then to graduates from the Building Trades Multi-Craft Core Curriculum (MC3 Graduates) residing in Orange County, and finally other residents of Orange County. When requesting workers from the union hiring hall, the Contractor shall use the Craft Request Form (see Appendix E). This form must be sent to the union hiring hall 48 hours prior to when the worker is needed. The Contractor must hold a Pre-Job Conference that is to be attended by all subcontractors and those attending will disclose their scope of work and union assignments to the Building Trades. The Contractor must fill out the Pre-Job Conference Form (see Appendix E) and submit to the CWA Administrator a week prior to scheduling the Pre-Job Conference.

PLANS AND SPECIFICATIONS: A full set of bid documents consisting of Notice Inviting Bids, Proposal, Contract, Special Provisions and Contract Plans are available for inspection without charge at the Department of Public Works and Sustainability, 1 Civic Center Plaza, Irvine, California 92606-5207.

To obtain a copy of the bid documents, please visit the City of Irvine's website at www.cityofirvine.org/purchasing. Click on the "[Supplier Registration and Bid Opportunities](#)" link and review the information about our online system. Next, click on the "[BidsOnline](#)" link. If you are not currently registered with the City of Irvine, please click on the "[New Vendor Registration](#)" button and then complete the electronic supplier registration process, including selecting Category Code(s) describing the goods and/or services you provide, as well as entering your Contractors State License information. After registering your firm, click on the "[Bid Opportunities](#)" button to view and download the Bid Documents. Interested firms must be registered on the City's website and download the Bid Documents in order to submit a bid. Firms must also check the website periodically for addenda information as failure to download any and all addenda will result in bid disqualification.

SECURITY FOR COMPLETION OF WORK: The Contract Documents establish a provision for monthly progress payments based upon the percentage of work completed as determined by the Engineer. The City will retain a portion of each progress payment as security for completion of the balance of the work. At the request and expense of the successful bidder, the City will pay the amount so retained upon compliance with the requirements of California Public Contract Code § 22300 and the provisions of the Contract Documents, Special Provisions Subsection 9-3.2.2 pertaining to "Substitution of Securities."

PROJECT ADMINISTRATION: All questions relative to this project prior to opening bids must be submitted via PlanetBids no later than five (5) business days prior to the bid opening date as this would not allow time to respond to all plan holders. No verbal requests or requests made in any other format will be accepted. Questions must be submitted individually and not in a paragraph format nor combined in a single submission.

Requests submitted for City's consideration of proposed terms and conditions, including modifications to the City's IFB and/or Contract terms and conditions must be submitted by the deadline for questions. Such requests should include an attachment in Word or PDF format on formal company letterhead that shows the requested modifications.

Significant interpretations or clarifications and responses to questions received by the deadline will be addressed via addenda to this FIB, which will be released and posted on PlanetBids under the "Addenda/Emails" tab.

General process questions may be directed to the following:

Michelle Cardona
Purchasing Representative
mcardona@cityofirvine.org

CITY OF IRVINE

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INSTRUCTIONS TO BIDDERS, PROPOSAL REQUIREMENTS AND CONDITIONS

1. **TIME FOR COMPLETION:** The Term of this On-Call contract will be for two (2) years. This Contract may be extended for up to three (3) additional one-year terms in accordance with the terms and conditions stated herein, and execution of a written agreement approved by the City.
2. **TERMS OF EXTENSION:** The contract entered with the awarded Contractor may be extended for up to three (3) separate, consecutive periods of one year each at the option of the City. The maximum percentage rate increase per extension will not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted; average annualized change reported for prior year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)
3. **CONTRACT DOCUMENTS:** The Contract Documents shall consist of:
 - a) Permits and Agreements
 - b) Contract
 - c) Addenda
 - d) Instructions to Bidders, Proposal Requirements and Conditions
 - e) Special Provisions
 - f) Contract Plans
 - g) Standard Plans
 - h) Standard Specifications
 - i) Reference Specifications,

all of which are on file at the City of Irvine in the Department of Public Works and Transportation, 1 Civic Center Plaza, Irvine, California 92606-5207, and are hereby referred to and made a part hereof.
4. **BID PROPOSALS:** To be considered, bids shall be made in accordance with the following instructions:
 - a) For the convenience of bidders, the "SCHEDULE OF WORK" has been posted on the City's BidsOnline system. Bidders must enter their unit price information online in accordance with the INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS included herein. Unit prices must be entered online and then the extended prices and total bid price will be automatically calculated.
 - b) Bids shall be submitted only on bid items stated in the Bid Documents; bids on other bases will not be considered. Bids that are not submitted on the prescribed forms, and in accordance with the INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS may be rejected.
 - c) Unless called for, additive bids will not be considered.
 - d) Pursuant to the provisions of Public Contract Code § 4101 to 4108, inclusive, every Bidder shall set forth in its bid:

- 1) The Bidder shall list the name, license number, and location of the place of business of each subcontractor performing work in an amount in excess of one-half of one percent (1/2%) of the prime contractor's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
 - 2) The bid item numbers and the percentage of the bid item subcontracted.
- e) In the event additive bids are called for and the Bidder intends to use different or additional subcontractors on the additive(s), the Bidder shall fill out additional forms of the list of subcontractors and shall identify such forms with relation to whether they apply to the base or additive bids.
- f) If the Bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent (1/2%) of the Bidder's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater, the Bidder agrees to perform that portion of work himself. The successful Bidder shall not, without the consent of the City, either:
- 1) Substitute any person, firm or corporation as subcontractor in place of the subcontractor designated in the original bid, or
 - 2) Permit any subcontract to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid.
- g) If required in the Notice Inviting Bids, bids shall be accompanied by a certified or cashier's check or an acceptable corporate bid bond on the form furnished by the City for an amount not less than ten percent (10%) of the bid, made payable to the order of the City of Irvine. The check or bid bond shall be a guarantee that the Bidder will enter into a contract and provide all required insurance and bonds if awarded the work; and in case of refusal or failure to enter into the contract, the check or bid bond shall be forfeited. The City will return Bidder's check if the project is not awarded to Bidder.
- Only bonds issued by companies admitted to do business in the State of California will be accepted, in accordance with Code of Civil Procedure § 995.311 and Insurance Code § 12090.
- h) Before submitting a bid, bidders shall carefully examine the work site, the Contract Documents and the form of Contract and shall fully inform themselves about all existing conditions and limitations. Bidders shall include in their bids a sum to cover the cost of all work included in the Contract.
- i) Bid prices must be entered and the bid proposal packet must be uploaded to the BidsOnline System on or before the day and hour set for the bid opening in the Notice Inviting Bids. No other method of bid submittal will be accepted. Bidders with the three lowest responsive bids shall deliver an original hard copy of the certified check, cashier's check or surety bond to

the Purchasing Representative at 1 Civic Center Plaza, Irvine, CA, 92606 within five business days of the bid opening date.

- j) A bid may be considered non-responsive if it does not comply with the requirements set forth in these bid documents. A responsive bid is one that complies with the solicitation in all acceptability and material respects and contains no material defects.
 - k) Bidder understands that a bid is required for the entire work, that the estimated quantities set forth in the bid schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE CITY RESERVES THE RIGHT TO UTILIZE ANY QUANTITY OF ANY BID ITEM, TO INCREASE OR DECREASE ANY QUANTITY SHOWN, WITHOUT ANY CHANGE IN THE CONTRACT UNIT PRICE FOR THAT ITEM, AND TO DELETE ANY ITEM FROM THE CONTRACT WITHOUT ANY CHANGE IN THE CONTRACT UNIT PRICE OR TERMS OF THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees.
5. WITHDRAWAL OF BIDS: Bids may be withdrawn at any time before the bid deadline, by going back into the BidsOnline system and selecting "Withdraw."
6. INTERPRETATION OF DRAWINGS AND DOCUMENTS; REQUESTS FOR CLARIFICATION: 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 and specifications, or other proposed Contract Documents, or finds discrepancies in, or omissions from, the drawings or specifications, he shall submit to the Purchasing Representative a written request for all interpretations or corrections thereof via email to the Project Manager and Purchasing Representative prior to the deadline for submitting questions, as set forth in the Notice Inviting Bids section herein. Any clarification or correction of the proposed documents will be made only by Addendum duly issued, with notice provided to all firms who downloaded the bid documents from the City's website. The City is not responsible for any other explanations or interpretations of the proposed documents.
7. ADDENDA TO THE CONTRACT DOCUMENTS: Any addenda issued during the time of bidding, or forming a part of the Contract Documents after the Bidder has downloaded the bid documents from the City's website, shall be taken into account in the bid and shall be made a part of the Contract.

Addenda may be issued by the City of Irvine for any reason, including but not limited to, clarifying or correcting the Notice Inviting Bids, Special Provisions, Plans, or Bid.

Bidders will be notified of such Addenda during the period of advertising either by email or posting on the City's website, provided however, each Bidder shall be solely responsible for obtaining any such Addenda.

The Bidder shall acknowledge the receipt of Addenda on the City's BidsOnline system.

8. **BIDDER RESPONSIVENESS:** Failure of the Bidder to provide requested information in a complete and accurate manner may be considered non-responsive resulting in rejection of the bid. The use of "N/A" or "n/a" in response to any request for information without an explanation as to why that abbreviation is being used may render the bid non-responsive.
9. **BIDDER RESPONSIBILITY:** Bidders are hereby notified that, in accordance with the City of Irvine Municipal Code § 2-12, the City may make a determination that the Contractor is non-responsible if the hearing officer finds evidentiary support that the Bidder has committed any of the following: (1) violated a term of a contract, present or past, with the City or other entity; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the City or any other entity or engaged in a pattern or practice which negatively reflects on the same; (3) committed an act or omission which evidences a lack of business integrity or business honesty; (4) made or submitted a false claim against the City or any other entity; or (5) received a fine or citation for performing work in an unsafe manner; or (6) violated a condition, rule, regulation, permit, or standard applicable to a contract with the City or any other entity. In arriving at his or her determination, the hearing officer may consider Bidder's past conduct on City projects or on any other public or private projects upon which Bidder performed work.
10. **BIDDER DEBARMENT:** Bidders are hereby notified that, in accordance with the City of Irvine Municipal Code § 2-12, the City may make a determination that the Bidder shall be debarred if the hearing officer finds evidentiary support that the Bidder has committed any of the following: (1) violated a term of a contract, present or past, with the City or other entity; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the City or any entity or engaged in a pattern or practice which negatively reflects on the same; (3) committed an act or omission which evidences a lack of business integrity or business honesty; (4) made or submitted a false claim against the City or any other entity; (5) received a fine or citation for performing work in an unsafe manner; or (6) violated a condition, rule, regulation, permit, or standard applicable to a contract with the City or any other entity. In arriving at his or her determination, the hearing officer may consider past conduct of the Contractor on City projects or on any other public or private projects which Contractor performed work.
11. **OPENING BIDS:** Bids will be made publicly available via BidsOnline at the date and time specified in the Notice Inviting Bids.
12. **BID PROTEST PROCEDURES:**
 - a) **BASIS FOR PROTEST:** It is the policy of the City to ensure that free and open competition takes place in all procurement activities. If, in the course of a procurement action, an interested party has reason to believe that these conditions do not exist, the interested party may file a protest in

accordance with the provisions of these procedures with the City of Irvine Purchasing Representative requesting a review of the claim and a timely resolution of the issue. Any bidder on a project for which it submitted a timely bid may protest the contract award for that project; however, subcontractors, suppliers or other third parties may not protest contract awards. Moreover, complaints about alleged ambiguity of the bid documents and/or estimates are not appropriate subject matters for bid protests.

- b) **BID PROTEST CONTENTS:** The bid protest shall be submitted in writing via email to the attention of the Purchasing Representative. The written protest shall include:
 - 1) The solicitation number and project description.
 - 2) The name, address, phone number, and email address of the protesting party.
 - 3) A detailed statement of all the legal and factual grounds for the protest and all relevant, supporting documentation (including all written documentation). The grounds for protest must be fully supported.
 - 4) Statement of the form of relief requested from the City.
 - 5) Signature of an authorized representative of the protesting party.
- c) **DEADLINE TO SUBMIT BID PROTESTS:** Bid protests must be filed within five (5) business days after the deadline for receiving bids.
- d) **WHERE TO FILE:** All protests are to be directed to the City of Irvine Purchasing Representative. Protests must be submitted in writing via email to: mcardona@cityofirvine.org. A copy of the email must also be sent to the project manager whose email address is set forth in the bid documents. (A document is considered filed on a particular calendar day when it is received via email by the City of Irvine Purchasing Representative by 5:00 p.m., Pacific Standard Time, on that calendar day.) Although not required, in addition to submitting a protest via email, an original protest letter may be sent via United States Postal Service to: Attn: Purchasing Agent, City of Irvine, P.O. Box 19575, Irvine, CA 92623-9575.
- e) **BID PROTEST REVIEW:** Upon receipt, the Purchasing Representative shall consider the protest and may give notice of the protest and its basis to other persons including bidders involved in or affected by the protest. A protest shall be dismissed for failure to comply with any of the requirements set forth in the "Bid Protest Contents" section above. The Purchasing Representative shall review all material submitted with the protest. No additional material will be accepted for consideration from the protesting party unless specifically requested by the Purchasing Representative. If additional material is requested, it must be submitted by the requested date. The Purchasing Representative shall respond to the protesting party via email within ten (10) business days after receipt of the protest. Final determinations shall be binding, except as otherwise provided below.

- f) RECONSIDERATION OF PROTEST DECISION: A protesting party may request the Purchasing Representative's reconsideration of a decision prior to contract award only if one or both of the following conditions are met:
 - 1) New information becomes available that was not previously known, or could not have been reasonably known, at the time of the original protest; and/or
 - 2) The Purchasing Representative's decision contains an error of law.

Any request for reconsideration of a protest decision must be submitted in writing via email to the Purchasing Representative within three (3) business days from the date of issuance of the initial decision. The request must include a detailed explanation of the basis for reconsideration as set forth above. The Purchasing Representative shall respond to the request for reconsideration within seven (7) business days from receipt of the request.

- g) CONTRACT AWARD: At its discretion, the City may delay the execution of any proposed agreement pending the resolution of a protest unless one or both of the following conditions are present:
 - 1) The project or service being procured is urgently required; and/or
 - 2) Failure to make prompt award will otherwise cause undue harm to the City.
- h) REMEDIES: There shall be no limitation on remedies selected by the City. Nothing contained herein shall be considered to either act as a limitation on the City's choice of remedies or confer any right upon any interested party to a remedy. In determining the appropriate remedy, the City shall consider all the circumstances surrounding the solicitation, the contract selection, and/or the contract award, including, but not limited to: the seriousness of any deficiency found to exist in the contracting process; the effect of the action of the competitive process; any urgency surrounding the contract requirement; and the effect that implementing the remedy will have on the City's overall ability to accomplish its mission. If the City determines that the award or proposed award was not made in accordance with the applicable City statutes, regulations, policies, and procedures, the City may, in its sole discretion, grant any of the following or any other remedy it deems appropriate: If pre-award, reject all bids and issue a new solicitation, make a new contractor selection or award a contract consistent with applicable statutes, regulations, policies, and procedures; or if post-award, refrain from extending the term of the contract or awarding task orders under an existing task order agreement; or at its sole discretion, take no further action.

- 13. AWARD OR REJECTION OF BIDS AND EXECUTION OF CONTRACT: The award of the Contract will be as of the date specified in the Notice of Award issued by the City. The award of the Contract shall not constitute a binding obligation on City until the Contract has been lawfully executed by all parties and the Contractor has submitted all required insurance certificates and bonds to the City.

The Contractor shall not commence work in advance of the execution of the Contract, the delivery of the bonds and insurance certificates, as specified above and purchase order issuance.

The award of the Contract, if it is awarded, will be to the responsive and responsible Bidder who submitted the lowest Bid complying with these Proposal Requirements and Conditions and with the Notice Inviting Bids. The lowest bid shall be the lowest bid price on the base contract without consideration of the Additive Bid Items. Such award, if made, will be made within ninety (90) Calendar Days after the opening of the proposals. The ninety (90) Calendar Days period shall be subject to extension for such further period as may be agreed upon in writing between the City and the Bidder(s) concerned. All bids will be compiled on the basis of the estimated quantities of work to be done as shown in the Proposal. However, until an award is made, the City of Irvine reserves the right to reject any and all bids or to waive any informality in bids received, if doing so is deemed to best serve the interest of the City.

14. **CONTRACT AND BONDS:** The Contract, which the successful Bidder, as Contractor, will be required to execute, is included in the Contract Documents and should be carefully examined by the Bidder.

The successful Bidder, simultaneously with his execution of the Contract, will be required to furnish a Payment Bond and a Performance Bond. Said bonds shall be in the form of the two (2) sample bonds included in these Contract Documents and based upon conditions specified in the Standard Specifications Section 2-4, "Contract Bonds," and as specified in the Special Provisions and shall be secured from a surety company satisfactory to the City.

Only bonds issued by companies admitted to do business in the State of California will be accepted, in accordance with Code of Civil Procedure § 995.311 and Insurance Code § 12090. Failure to submit acceptable Payment and Performance Bonds as required shall result in rejection of bid and forfeiture of the proposal guarantee.

All alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents will be made without securing the consent of the surety or sureties on the Contract bonds.

The Contract shall be signed by the successful Bidder and delivered to the City together with the Contract bonds within ten (10) days of the date specified in the Notice of Award issued by the City, not including Saturdays, Sundays, and legal holidays. The Contractor shall submit insurance certificates electronically in accordance with 7-3 of the Standard Specifications and as set forth in the Contract Documents. The executed Contract, together with the required bonds, will be filed with the Clerk of the City of Irvine.

Failure of the lowest responsive and responsible Bidder to execute the Contract and file acceptable insurance certificates and bonds as provided herein within ten (10) days of award of the Contract, not including Saturdays, Sundays and legal holidays, shall be just cause for the forfeiture of the bid bond. The successful Bidder

may file with the City a written notice, signed by the Bidder or his authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to him. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable certificates of insurance and bonds within the time herein before prescribed.

15. SPECIAL NOTICE: Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the Work will be performed, and the Contractor must employ, so far as possible, such methods and means in the carrying out of this work as will not cause any interruption or interference with any other contractor.
16. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make or file or be interested in more than one bid as prime contractor for the same work.
17. BIDS TO BE LEFT ON DEPOSIT: No Bidder may withdraw its bid for a period of ninety (90) Calendar Days after the time set for opening thereof. However, the City will return all certified checks within fifteen (15) days, not including Saturdays, Sundays, and legal holidays, after the award of the Contract or rejection of the bids, as the case may be, to respective Bidders whose bids are not accepted.
18. NON-COLLUSION DECLARATION: All Bidders shall submit with their bids an executed non-collusion declaration on the form provided in the bidding documents. Failure to provide completed form shall result in the bid being deemed non-responsive.

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.

19. SUBSTITUTIONS: Where the Specifications or drawings specify any material, product, thing, or service by one or more brand names, whether or not "or equal" is added, and a Bidder wishes to propose the use of another item as being equal, he shall request approval therefor as set forth in 4-1.6 of the Standard Specifications and Special Provisions.
20. REPORTING SUSPECTED IMPROPRIETY, GROSS WASTE, FRAUD AND OTHER ACTS: Any City and/or Great Park official, employee, and/or contractor who suspects any type of impropriety relating to purchasing or contracting activities, or gross waste, fraud, or abuse of City and/or Great Park funds or resources, a gross abuse of authority, a specified and substantial danger to public health or safety due to any act or omission of any City and/or Great Park official, employee, or contractor, or the use of a City and/or Great Park office or position, or of City and/or Great Park resources for personal gain, should report the act by calling the City's Integrity Line at 866-428-1509. All such reports shall remain anonymous if desired by the reporting party. Suspected fraudulent

activities include bid rigging, product substitution, theft, overcharging, false certifications and representations, and the like. Any allegations of bribery, kickbacks, gratuities, and conflicts of interest involving City employees should also be reported.

21. ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any Contract to be entered into hereunder or of any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the City unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment in writing.
22. OTHER REQUIREMENTS: Before entering into a Contract, the Bidder to whom the Contract has been awarded shall satisfy all insurance requirements per Section 7-3 of the Standard Specifications and Special Provisions and such insurance shall be maintained in full force and effect at its own expense during the life of this Contract.

Upon request, the successful Bidder shall furnish to the City a statement of its financial condition and previous construction experience or such other evidence of his qualifications.

23. LABOR CODE:

PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM

All contractors and subcontractors who plan to bid on a public works project (the definition of "public works" is found at Labor Code Section 1720, *et seq.*) when the project is for construction, alteration, demolition, installation, or repair work with a value exceeding \$25,000.00 must first be registered and pay an annual fee with the DIR. Additionally, all contractors and subcontractors who plan to bid on public works projects involving maintenance work with a value exceeding \$15,000.00 must first be registered and pay an annual fee with the DIR. The CITY requires all contractors and subcontractors to be registered with the DIR prior to submitting a bid meeting these parameters. By submitting a bid for City of Irvine Department of Public Works and Transportation project, the contractor acknowledges the above requirements and agrees to maintain a valid Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project.

- a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- b) Pursuant to Labor Code Section 1771.4, all bidders are hereby notified that this project is subject to compliance monitoring and enforcement by

the Department of Industrial Relations.

In addition to the requirement for submittal of certified payroll records **to the City**, contractors and subcontractors shall furnish electronic certified payroll records to the Labor Commissioner (**State of California, Division of Labor Standards Enforcement**).

Contractors and subcontractors shall be responsible for complying and staying current with all DIR requirements and regulations. More information can be found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Attention is directed to Labor Code § 1735 of which reads as follows:

No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in the Government Code §12940, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.

The Contractor shall abide by the provisions of the California Labor Code § 1770-1781, *et seq.* In accordance with the provisions of the California Labor Code § 1773, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the work is to be performed has been obtained from the Director of the Department of Industrial Relations, a copy of which is on file in the office of the City Clerk of the City of Irvine and will be made available to any interested party upon request. The Contractor shall post a copy of the prevailing rate of per diem wages at the job site. The Contractor, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the contract.

Failure to comply with the subject sections will subject the Contractor to penalty and forfeiture provisions of the Labor Code § 1775.

In accordance with of the Labor Code § 1773.1, the Contractor must make travel and subsistence payments to each worker employed in the execution of the Contract.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid and will not under any circumstances be considered as the basis of a claim against the City on the Contract.

The Contractor shall familiarize itself with the provisions of the Labor Code § 1777.5 regarding employment of apprentices, and shall be responsible for compliance therewith, including compliance by his subcontractors.

The Contractor and subcontractors shall comply with Labor Code § 1777.6 which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color,

national origin, ancestry, sex, or age except as provided in Labor Code § 3077, of such employee.

The Contractor and subcontractors shall comply with Labor Code § 1810 and § 1811 which stipulates that eight hours labor constitutes a legal day's work, and § 1812 which stipulates that the Contractor and subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work performed under the terms of the Contract. Failure to comply with these sections of the Labor Code will subject the Contractor to penalty and forfeiture provisions of the Labor Code § 1813.

Prevailing Wage Statement: This contract will be funded in whole or in part with federal housing and community development funds. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. A copy of the Federal Wage Decision applicable to this project is included in the Bid Document.

This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment. The State Wage Decision is on file at the City Clerk's office and is also available online at <http://www.dir.ca.gov/dlsr/>.

24. RESERVATION OF RIGHTS:

The City reserves the right to:

- a) Disqualify any Bidder in accordance with the instructions herein.
- b) Reject any bids, at its discretion, including bids found to be conditional or incomplete, contain irregularities, contain any interlineations or alterations, or found to be not responsive to this Invitation for Bids (IFB).
- c) Investigate the qualifications of any Bidder under consideration.
- d) Require confirmation or clarification of information furnished by the Bidder.
- e) Require additional evidence of Bidder's ability to perform the Work described in these bid documents.
- f) Contact the submitted references to confirm information provided in the bid.
- g) Postpone or cancel the entire IFB or a portion thereof.
- h) Postpone the bid opening or award for its own convenience.
- i) Award a Contract in part or in combination of items.
- j) Issue subsequent IFB.
- k) Seek the assistance of outside technical experts to review the bids.

- l) Disqualify a bid upon evidence of collusion, with intent to defraud, or other illegal practices on the part of the Bidder.
- m) Waive any errors or informalities in any bid to the extent permitted by law.
- n) Require bidder to provide proof as to the equality, substitutability, and compatibility of any items proposed as alternates or equals.
- o) Determine, at the City's sole discretion, the equality, substitutability, and compatibility of any items proposed as alternates or equals.
- p) Exercise any other rights under the City's charter or municipal code.

The City has no obligation to consider any bid unless it is responsive to this IFB and conforming in all respects to the Form of Contract. This IFB does not commit the City to enter into a Contract.

25. FEDERAL LOBBYING RESTRICTIONS: United States Code § 1352, Title 31, prohibits Federal funds from being expended by the recipient or any lower tier subrecipient 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 Proposal. **Standard Form LLL, "Disclosure of Lobbying Activities,"** with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal 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:

- a) 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
- b) A change in the person(s) influencing or attempting to influence a covered Federal action; or

- c) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
26. Build America, Buy America: The construction services performed pursuant to this contract are subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18,2022. By submitting a bid, Contractor hereby certifies they are familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABA requirements. A copy of the contractor self-certification form is included in the Bid Document.
27. This project is partially funded with federal funds. Contractor should carefully review the Instruction to Bidders and the Federal Requirements of the Special Provisions prior to submitting a bid as **failure to complete and submit the Federal Requirement (FR) and Housing and Urban Development (HUD) pages by the deadlines set forth therein may render the bid non-responsive:**
- NOTE: If information on a FR or HUD form is not applicable, “Not Applicable” must be written on the form when submitted.
28. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the 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 the Contract, which may result in the termination of the Contract or such other remedy, as the City deems appropriate. Each subcontract signed by the Bidder must include this assurance.

CITY OF IRVINE

ON-CALL CONCRETE IMPROVEMENTS
BID NO. ST-24-0020

BIDDER'S PROPOSAL

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
CITY HALL
IRVINE, CALIFORNIA

THE UNDERSIGNED, HAVING CAREFULLY EXAMINED ALL OF THE CONTRACT DOCUMENTS; PERMITS ISSUED BY JURISDICTIONAL REGULATORY AGENCIES; CONTRACT; CONTRACT ADDENDA; INSTRUCTIONS TO BIDDERS; PROPOSAL REQUIREMENTS AND CONDITIONS; SPECIAL PROVISIONS; THE CITY OF IRVINE COMMUNITY WORKFORCE AGREEMENT; STANDARD PLANS; STANDARD SPECIFICATIONS; REFERENCE SPECIFICATIONS; AND ALL OTHER INFORMATION PROVIDED BY THE AGENCY FOR THE CONSTRUCTION LISTED ABOVE IN AND FOR THE CITY OF IRVINE, IS FAMILIAR WITH THE CONDITIONS, HAVING PERSONALLY VISITED THE SITE OF THE WORK, AND HEREBY PROPOSES TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT, AND ALL INCIDENTAL WORK NECESSARY TO DELIVER ALL THE IMPROVEMENTS COMPLETE, IN PLACE AND IN STRICT CONFORMITY WITH THE CONTRACT DOCUMENTS, FOR THE UNIT PRICES NAMED IN THE FOLLOWING SCHEDULE OF WORK, ENTERED THROUGH THE BIDSONLINE SYSTEM.

Bidder's Company Name (please print or type)

Signature of Bidder

Print Name

CITY OF IRVINE

ON-CALL CONCRETE IMPROVEMENTS
 BID NO. ST-24-0020

SCHEDULE OF WORK

All applicable sales taxes, State and/or Federal taxes, and any other special taxes, patent rights or royalties shall be included in the prices entered on the BidsOnline system. Total bid price shall include all labor, services, materials, tools, equipment, supplies, transportation, and all other items and facilities necessary to complete this contract. All contractors are to prepare their own cost estimate. The City of Irvine is not responsible for the contractor's cost estimate. Pricing shall remain firm for the entire first term of the Agreement. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. City reserves the right to negotiate any pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted; average annualized change reported for prior year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

The City will allow a maximum of \$50,000.00 for reimbursable for permits, etc. Such reimbursement requests shall be accompanied by a copy of the invoice and will be paid at a direct cost with no markup. This not-to-exceed \$50,000.00 amount will not be considered for purposes of determining the lowest bid price. Instead, it will be added to the contract value when the contract is awarded.

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT	EST. QTY
1a	Remove and dispose tree - up to 24" Diameter Trunk	EA	50
1b	Remove and dispose tree - greater than 24" Diameter Trunk	EA	25
2a	Remove and dispose up to 400 LF Curb and Gutter	LF	1,600
2b	Remove and dispose 400 or more LF Curb and Gutter	LF	800
3	Remove and dispose Curb	LF	1,000
4	Remove and dispose Retaining Curb	LF	35
5	Remove and dispose Existing Block Wall, including Foundation and Concrete Pad	LF	25
6	Remove and dispose Concrete Band/Mow Curb	LF	200
7a	Remove and dispose up to 1,200 SF Curb Return, including Access Ramp and Spandrel	SF	11,000
7b	Remove and dispose 1,200 or more SF Curb Return, including Access Ramp and Spandrel	SF	8,000
8	Grind concrete walk flush with adjacent surface	SF	2,000

CITY OF IRVINE

ON-CALL CONCRETE IMPROVEMENTS
 BID NO. ST-24-0020

9	Remove 4-Inch Steel Post with Concrete Footing	EA	5
10a	Remove and dispose up to 2,000 SF Sidewalk and/or PCC Pavement	SF	13,000
10b	Remove and dispose 2,000 or more SF Sidewalk and/or PCC Pavement	SF	5,000
11	Remove and dispose Driveway, PCC and/or ACP	SF	25,000
12	Remove and dispose Ribbon Gutter	SF	1,000
13	Remove and dispose Curb Drain	EA	10
14	Adjust 24-Inch Grated Inlet to Grade	EA	1
15	Unclassified Excavation	CY	1,800
16a	Asphalt Concrete Pavement, up to 6" thick section	SF	60,000
16b	Asphalt Concrete Pavement, over 6" thick section	SF	10,000
17a	Construct up to 1,200 SF PCC Curb Return, including Access Ramp and Spandrel	SF	14,000
17b	Construct 1,200 or more SF PCC Curb Return, including Access Ramp and Spandrel	SF	8,000
18a	Construct up to 2,000 SF PCC Sidewalk 4" thick	SF	20,000
18b	Construct 2,000 or more SF PCC Sidewalk 4" thick	SF	55,000
19	Construct PCC Modified Driveway Type 1-A	SF	25,000
20a	Construct Variable Depth PCC Pavement, up to 6"	SF	250
20b	Construct Variable Depth PCC Pavement, 6" to 12"	SF	100
21	Construct PCC Variable Height Curb, Type B-6	LF	750
22a	Construct up to 400 LF PCC Curb & Gutter, Type A-2 & Type D	LF	1,400
22b	Construct 400 or more LF PCC Curb & Gutter, Type A-2 & Type D	LF	1,000
23	Construct PCC Retaining Curb	LF	1,600
24	Construct Reinforced Concrete Retaining Wall, Type 7A	LF	150
25	Construct PCC Slough Wall	LF	250
26	Construct PCC Ribbon Gutter/Swale	SF	1,000
27	Construct Modified Local Depression	EA	1
28	Install Detectable Warning Surface to Existing Ramp (Safety Step TD RampUp)	SF	1,000
29	Construct Curb Drain	EA	5
30	Construct Parkway Drain	EA	1
31	Install New Sign & Signpost	EA	150
32	Relocate Sign & Signpost	EA	30

CITY OF IRVINE

ON-CALL CONCRETE IMPROVEMENTS
 BID NO. ST-24-0020

33	Adjust Traffic Signal/Street Light Pull Box to Grade	EA	110
34	Relocate SCE Streetlight (supporting infrastructure only)	EA	10
35a	Furnish & Plant Tree w/ Diameter up to 24" including Root Barrier	EA	75
35b	Furnish & Plant w/ Diameter Greater than 24" Tree Including Root Barrier	EA	25
36	Relocate Decorative Boulder (Up to 300 Lbs)	EA	10
37	In-Kind Irrigation & Landscape Retrofits	SF	85,000

NOTE: The quantities shown in this Bid are estimates for bid comparison only and may vary from actual quantities to be installed. Payment will be made at the Contract Unit Price for actual quantities constructed, based on field measurements. The City reserves the right to increase or decrease the amount of work or omit portions of the work, as may be deemed necessary or advisable by the Engineer. In such cases, the unit price will prevail. Sections 3-2.2.2 and 3-2.2.3 of the Standard Specifications do not apply to this Contract. See General Requirements Section 3-2.2.1 for more information.

CITY OF IRVINE

ON-CALL CONCRETE IMPROVEMENTS BID NO. ST-24-0020

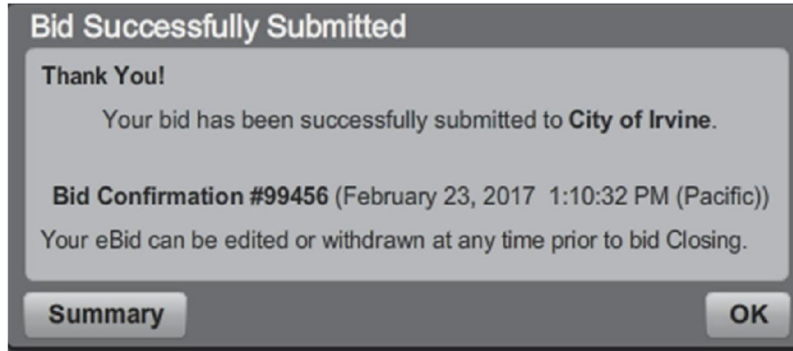
INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS

In order to access the BidsOnline system and ensure successful online submission of your bid prices, follow these steps:

- a) Go to <https://www.planetbids.com/portal/portal.cfm?CompanyID=15927#>
- b) On the Vendor Portal page, log into the system (lower right hand corner of screen) with your assigned user name and password. (You must be registered in order to download documents and submit a bid.)
- c) Click on "Bid Opportunities" and then on the Bid # and Description that you wish to bid on. The selected bid will open to allow you to access all tabs, documents, and the pricing sheet.
- d) Click on the "Documents & Attachment" tab to be sure you have downloaded all documents that are part of this bid.
 - *If you have not already downloaded all bid documents, you must download them now, in order to submit your bid. The screen will indicate which documents you've already downloaded.*
- e) Click on the tab "Addenda & Emails" to be sure you have read and acknowledged all addenda that have been issued for this bid.
 - *The screen will display "yes" or "no" next to each addendum to indicate whether you have viewed and acknowledged it. If you have not previously acknowledged an addendum, do so now by clicking on the addendum to open and read it, then click on the "Acknowledge" button on the lower left hand corner of screen.*
- f) To begin entering your bid, click on "Place eBid" on the lower right corner of the screen. The bid "Terms and Conditions" will pop up with a button for you to click "Accept" to acknowledge your agreement to the terms of the bid.
- g) Enter the Respondee information on the "Detail" tab.
- h) Click the "Attach" button on the "Attachments" tab, browse to your scanned Bid Submittal Documents, and upload all Bid Submittal Documents as a single PDF file.
- i) Go to the "Line Items" tab and enter your unit prices on each line. The system will calculate the extended costs and grand total for you.
- j) When you have finished entering all pricing and attachments, click on the "Save" button. This saves your bid as a draft for you to review or revise as needed anytime up to the bid submittal deadline. When you are ready to submit your bid, click the "Submit" button. You will receive a confirming message that looks like this:

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Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. As noted in the screen print above, if you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

Please begin entering your bid in sufficient time to complete and submit it prior to the stated deadline. The official closing time for the bid is determined, and controlled, by the electronic clock in the bid management system. Once the deadline is reached, the system will not allow any bids to be submitted, and any in process that are not completed will be rejected. The amount of time required to enter and submit your bid depends on the complexity of the bid and the processing speed of your server and internet connections.

Technical Support

In the event you encounter technical difficulties during the uploading process, please contact the Planet Bids, BidsOnline system team as shown below (M-F from 8 a.m. to 5 p.m.):

support@planetbids.com or call 818-992-1771, ext. 0

Bid prices must be entered and the bid proposal packet must be uploaded to the BidsOnline system no later than the date and time indicated in the Notice Inviting Bids. No late bids will be accepted. No other method of bid submittal will be accepted.

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INFORMATION REQUIRED OF BIDDERS

In determining the lowest “responsible” bidder, consideration will be given to the general competency of the bidder in regard to the work covered by the Bid Proposal. To this end, each proposal shall be supported by a statement of the Bidder’s experience on this form. **Failure of the Bidder to provide requested information in a complete and accurate manner shall render the bid non-responsive.** Additionally, the City reserves the right to disqualify or refuse to consider a proposal if a Bidder is determined to be non-responsible in accordance with Irvine Municipal Code § 2-12-103 “Determination of Contractor Non-Responsibility.”

The Bidder shall supply the following information. Use additional sheets as necessary.

1. Contact person name: _____ Email: _____
Address: _____
Telephone: () _____ Fax: () _____
2. Type of firm (Individual, Partnership, or Corporation): _____
3. State Contractor’s License Number and Classification: _____
4. DIR Registration Number: _____ Expiration Date _____
5. Number of years your firm has operated as a contractor: _____
6. Number of years your firm operated under its present business name: _____
7. List the **names and addresses** of all principals or officers authorized to bind your firm.

Name:	Address:

8. List any project(s) your firm has **failed to complete** within the last five years due to a termination of contract. For each project, list the type of project, client’s name, contact person, current telephone number, email address, and provide a brief description of the grounds for the termination.

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Check appropriate box: None See list below

Type of Project	Client Name	Contact Person	Contact Phone No. and email address
Description:			

Type of Project	Client Name	Contact Person	Contact Phone No. and email address
Description:			

Type of Project	Client Name	Contact Person	Contact Phone No. and email address
Description:			

9. List projects similar in nature to the **ON-CALL CONCRETE IMPROVEMENTS** your firm is **currently** constructing and identify in the description whether it is part of an active on-call contract with another municipality or public agency. For each project, list the type of project, contract amount, client's name, contact person, current telephone number, email address, and a brief description.

Check appropriate box: None See list below

Type of Project	Contract Amount	Client Name	Contact Person	Contact Phone No. and email address
Description:				

Type of Project	Contract Amount	Client Name	Contact Person	Contact Phone No. and email address
Description:				

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Type of Project	Contract Amount	Client Name	Contact Person	Contact Phone No. and email address
Description:				

10. List projects similar in nature to the **ON-CALL CONCRETE IMPROVEMENTS** your firm has **completed** within the last five years and identify in the description whether it was part of an on-call contract with another municipality or public agency. For each project, list the type of project, contract amount, date of completion, client's name, contact person, current telephone number, email address, and a brief description.

Check appropriate box: None See list below

Type of Project	Contract Amount	Date of Completion	Client Name	Contact Person	Contact Phone No. and email address
Description:					

Type of Project	Contract Amount	Date of Completion	Client Name	Contact Person	Contact Phone No. and email address
Description:					

Type of Project	Contract Amount	Date of Completion	Client Name	Contact Person	Contact Phone No. and email address
Description:					

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11. List the name of the person(s) (**A MINIMUM OF ONE**) who inspected the site of the proposed work for your firm.

Name:	Date of Inspection:

12. Complete the following in conformance with Labor Code Section 1725.5:

Name of Subcontractor	Registered with DIR?	DIR Registration No.
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	
	Yes ___ No ___	

13. If requested by the City, the Bidder shall furnish a notarized financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition or ability to perform the work.

Failure to furnish information upon request will render the bid nonresponsive.

All of the above statements regarding Contractor's experience and financial qualifications are submitted in conjunction with the Bid Proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder.

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THE CITY OF IRVINE RESERVES THE RIGHT TO REJECT ALL BIDS

The undersigned understands the contract time limit allotted for the completion of the work required by the Contract is Two (2) years. This Contract may be extended for up to three (3) additional one-year terms in accordance with the terms and conditions stated herein, and execution of a written agreement approved by the City.

The undersigned agrees, if awarded the Contract, to sign the Contract and furnish the necessary insurance certificates and bonds within ten (10) days of the date specified in the Notice of Award of Contract, not including Saturdays, Sundays, and legal holidays, and to begin work within ten (10) Working Days from the date specified in the City's Notice to Proceed. Contract time accounting shall begin on the date shown in the Notice to Proceed.

Accompanying this Bid Proposal is **(check appropriate box)**:

Cashier's Check **Certified Check** **Bid Bond**

Sign Here if Individual:

Signature: _____

Print Name: _____

Address: _____

Affix notary's acknowledgement

(Signature blocks continue on the following page)

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Sign Here if Co-Partnership or LLC:

Co-Partnership/LLC Name of Firm: _____
Address: _____

Members Signing:

Signature: _____ Print Name: _____
Address: _____

Signature: _____ Print Name: _____
Address: _____

Affix notary's acknowledgement

Sign Here if Corporation:

Name of Corporation: _____
Address: _____

Officers of Corporation Signing:

Signature: _____ Print Name: _____
Address: _____

Signature: _____ Print Name: _____
Address: _____

If executed by other than President and Secretary of the Corporation, attach a certified copy of resolution authorizing signature on behalf of the Corporation.

Affix notary's acknowledgement

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LIST OF SUBCONTRACTORS

The Bidder shall list each subcontractor performing work in an amount in excess of one-half of one percent (1/2%) of the prime contractor's total bid, or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. Complete columns (1) and (2) and submit with the bid. Complete columns (3) and (4) and submit with the bid or email to Purchasing@cityofirvine.org within 24 hours after the bid opening. Failure to provide complete information in columns (1) through (4) within the time specified shall render the bid non-responsive.

Subcontractors listed must not be debarred from performing the designated work.
(Information must be typed or clearly printed. Contractor may attach additional rows, if needed.)

BUSINESS NAME AND LOCATION (1)	CONTRACTOR LICENSE NUMBER (2)	BID ITEM NUMBER (SUBS PROVIDING WORK TO MULTIPLE BID ITEMS OF WORK SHOULD LIST EACH BID ITEM SEPARATELY) (3)	PERCENTAGE OF BID ITEM PRICE SUBCONTRACTED AND DESCRIPTION OF THE PORTION OF BID ITEM WORK TO BE PERFORMED BY SUBCONTRACTOR (4)*
<u>Sample: XYZ Contractors</u>	<u>XXXXXX</u>	2	<u>50% of Bid Item #2; Excess soil export</u>
<u>Sample: XYZ Contractors</u>	<u>XXXXXX</u>	3	<u>20% of Bid Item #3; Topsoil import</u>

* If you are subcontracting a whole bid item, insert one hundred percent (100%); if less, insert actual percentage.

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NON-COLLUSION DECLARATION-CONTRACTOR
To be Executed by Bidder and Submitted with Bid

The undersigned declares:

I am the _____ [title] of _____ [company name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

Signature

Print Name

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FORM OF BID BOND

(10% of the Proposal Amount)

KNOW ALL PERSONS BY THESE PRESENTS that we _____
_____ as Principal, and _____
_____ as Surety, are held and firmly bound unto City of Irvine, hereinafter
called the City in the sum of _____
Dollars (\$_____), 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 conditions of this obligation are such that whereas the Principal submitted to the City a
certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a
contract in writing for the **ON-CALL CONCRETE IMPROVEMENTS**, and will furnish all
required certificates of insurance and bonds as required by the Contract.

NOW THEREFORE, if said Bid Proposal shall be rejected; or in the alternate, if said Bid
Proposal shall be accepted, and the Principal shall execute and deliver a contract in the
prescribed Form of Contract, shall deliver certificates evidencing that the required
insurance is in effect and shall execute and deliver Performance and Payment Bonds in
the forms prescribed, and shall in all other respects perform the Contract created by the
acceptance of said Bid Proposal, then this obligation shall be void; otherwise this
obligation shall remain in force and effect, it being expressly understood and agreed that
the liability of the Surety for any and all default of the Principal hereunder shall be the
amount of this obligation as herein stated. In the event suit is brought upon this bond by
City and judgment is recovered, Surety shall pay all costs incurred by City in said suit,
including a reasonable attorney's fee to be fixed by the court.

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this
____ day of _____, 20____, the name of each party being hereto written below
and these presents duly signed by each party's undersigned representative, pursuant to
authority of its governing body. This bond shall be authenticated by way of notarized
acknowledgment, including a copy of the power of attorney, for the Surety.

ATTEST:

(Principal) _____

(Address) _____

(By) _____

(Title) _____

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____

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FALSE CLAIMS

Bidder shall complete the **False Claims Act Certification** below or in the alternative, provide the information requested under **False Claims Act Violations** below. **Failure to certify or provide the requested information shall render the bid non-responsive.**

“False Claims Act” as used herein is defined as either or both the Federal False Claims Act, 31 U.S.C. § 3729, *et seq.*, and the California False Claims Act, Government Code § 12650, *et seq.*

FALSE CLAIMS ACT CERTIFICATION

I _____ hereby certify that neither
Print name

Contractor name

nor _____
Name of qualifying person licensed by Contractors State License Board

has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(Month and year) (City and State)

By _____
(Signature of owner, officer, manager or licensee responsible for submission of Bid Proposal)

FALSE CLAIMS ACT VIOLATIONS

With regard to any determinations by a tribunal or court of competent jurisdiction that the False Claims Act, as defined above, has been violated by (1) the Contractor submitting this Bid Proposal or (2) the qualifying person licensed by the State Contractors License Board to perform the work described in this Bid Proposal, shall provide on a separate sheet the following information: (1) the date of the determination of the violation, (2) the identity of the tribunal or court, (3) the identity of the government contract or project involved, (4) the identity of the government department involved, (5) the amount of fine imposed, and (6) any exculpatory information of which the Agency should be aware.

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CIVIL LITIGATION AND ARBITRATION HISTORY

Bidder shall provide the certification or information requested below. **Failure to certify or provide such certification or information shall render the bid non-responsive.**

For five (5) years preceding the submittal date of this Bid Proposal, identify civil litigation and arbitration arising out of the performance of a construction contract within the State of California in which the (1) Contractor submitting this bid proposal or (2) the qualifying person licensed by the State Contractors Licensing Board to perform the work described in this Bid Proposal was a named as a party in a lawsuit brought by or against the project owner or any action to confirm, vacate or modify an arbitration award involving an owner.

CIVIL LITIGATION AND ARBITRATION CERTIFICATION

If the Bidder has no civil litigation and arbitration history to report as described above, complete the following:

I _____ certify that neither
Print name

Contractor name

nor _____
Name of qualifying person licensed by Contractors State License Board

has been involved in civil litigation and arbitration as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(Month and year) (City and State)

By _____
(Signature of owner, officer, manager or licensee responsible for submission of Bid Proposal)

Do not include litigation and arbitration which are limited solely to enforcement of mechanics' liens or stop notices. Provide on a separate sheet (1) the name and court case identification number of each case, (2) the jurisdiction in which it was filed, and (3) the outcome of the litigation, e.g. whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

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CRIMINAL CONVICTIONS

Bidder shall provide the certification or information requested below. **Failure to certify or provide such certification or information shall render the bid non-responsive.**

CRIMINAL CONVICTION CERTIFICATION

If the Bidder has no criminal convictions to report as described above, complete the following:

I _____ hereby certify that neither
Print name

Contractor name

nor _____
Name of qualifying person licensed by Contractors State License Board

has been convicted of a criminal violation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(Month and year) (City and State)

By _____
(Signature of owner, officer, manager or licensee responsible for submission of Bid Proposal)

For the five (5) years preceding the date of this Bid Proposal is due, identify on a separate sheet any criminal conviction in any jurisdiction in the United States for a violation of law arising out of the performance of a construction contract (1) by the Contractor submitting this Bid Proposal or (2) by the qualifying person licensed by the State Contractors License Board to perform the work described in the Bid Proposal.

Provide on the following page labeled "Criminal Convictions Information." (1) the date of conviction, (2) the name and court case identification number, (3) the identity of the law violated, (4) the identity of the prosecuting agency, (5) the contract or project involved, (6) the punishment imposed, and (7) any exculpatory information of which the Agency should be aware.

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VIOLATION OF LAW OR A SAFETY REGULATION

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

Yes **No**

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

Name of bidder (print)

Signature

Address

State Contractors' License No. &
Classification

City Zip Code

Telephone

CITY OF IRVINE

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BID NO. ST-24-0020

CONSTRUCTION CONTRACT (SAMPLE)
FOR CAPITAL IMPROVEMENTS

This Contract made and entered into this _____ day of _____, 20__, by and between City of Irvine, a municipal corporation of the State of California, hereinafter referred to as "CITY" and CONTRACTOR NAME, a (insert legal entity such as "sole proprietorship" or "California corporation") hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete Contract includes all of the Contract Documents, which are incorporated herein by this reference, to wit:
 - a) Permits and Agreements
 - b) Contract
 - c) Addenda
 - d) Instructions to Bidders, Proposal Requirements and Conditions
 - e) Special Provisions
 - f) Contract Plans
 - g) Standard Plans
 - h) Standard Specifications
 - i) Reference Specifications

The Contract Documents are complementary, and that which is required by one shall be as binding as if required by all.

2. CONTRACTOR shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement:

Clear and grub, asphalt and concrete removal, tree removal, sign removal, roadway excavation, fine grading, installation of sidewalk and curb ramps, reconstruction of driveways, construction of retaining curb and slough wall, utility adjustments, storm drain modifications, tree installation, sign installation, restoration of landscape and irrigation, and other items not mentioned here, but required by plans and the Special Provisions.

3. CONTRACTOR agrees to perform all the said work and furnish all the said materials at his own cost and expense that are necessary to construct and complete in strict conformance with Contract Documents and to the satisfaction of the Engineer, the work hereinafter set forth in accordance with the Contract therefore adopted by the City Council.
4. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for performance of this work of improvement as described, the stipulated sum of

Dollars (\$_____) the "Contract Price."

CITY agrees to make progress payments and final payment in accordance with the method set forth in the Special Provisions.

5. CONTRACTOR agrees to commence construction of the work within ten (10) Calendar Days after the date specified in the Work Order/Purchase Order, and to continue diligently in strict conformance with Contract Documents and without interruption, and to complete the construction within the Working Days specified in the Work Order.
6. Time is of the essence for this Contract. Since it would be impracticable to ascertain the full extent of damages which the CITY would sustain for any delay in the performance of this Contract, the CONTRACTOR will pay as liquidated damages the per calendar day amount specified in Table 12-1 in Caltran's 2024 Local Assistance Procedure Manual (LAPM) corresponding to the total value of each individual Work Order. If liquidated damages are not paid as assessed, the CITY may deduct this amount from any payments due, or that may become due to the CONTRACTOR under this Contract, or it may pursue other remedies as required. By executing this Contract, CONTRACTOR agrees that the amount of liquidated damages is reasonable and shall not constitute a penalty.
7. CONTRACTOR will maintain and will require all subcontractors to maintain valid and current Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project. CONTRACTOR shall notify the CITY in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that CONTRACTOR'S or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.
8. CONTRACTOR will pay, and will require all subcontractors to pay, all employees on said Contract a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, a copy of which is on file in the office of the City Clerk of the City of Irvine. Federal prevailing wage rates apply for federally funded projects. Travel and subsistence pay shall be paid in accordance with Labor Code § 1773.1.
9. CONTRACTOR shall be subject to the penalties in accordance with Labor Code of § 1775 for each worker paid (either by him or by any subcontractors under him) less than the prevailing rate described above on the work provided for in this Contract.

10. CONTRACTOR and subcontractors shall comply with Labor Code § 1810 and § 1811 which stipulates that eight hours labor constitutes a legal day's work, and § 1812 which stipulates that the CONTRACTOR and subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work performed under the terms of the Contract. Failure to comply with these sections of the Labor Code will subject the CONTRACTOR to penalty and forfeiture provisions of the Labor Code § 1813.
11. CONTRACTOR will comply with the provisions of Labor Code § 1777.5 and CWA Article 14 pertaining to the employment of apprentices to the extent applicable to this Contract. The Contractor shall ensure that all apprentices performing work on the project work under the direct supervision of a journeyworker from the trade in which the apprentice is indentured.
12. The City of Irvine will be using the eComply Solutions software for managing certified payrolls on this project. Accordingly, Contractor shall register in, attend training for, and use the eComply Solutions software for submitting certified payrolls and related tasks as deemed appropriate by the City of Irvine. When the project commences, you will be contacted by an eComply Solutions representative regarding this process. Further information will be provided via a separate communication at that time.
13. CONTRACTOR, by executing this Contract, hereby certifies:

“I am aware of, and will comply with the Labor Code § 3700 by securing payment for, and maintaining in full force and effect for the duration of the contract, complete Workers’ Compensation Insurance, and shall furnish a Certificate of Insurance to the Agency before execution of the Contract. The CITY, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the CONTRACTOR to comply with this paragraph.”

CONTRACTOR further agrees to require all subcontractors to carry Workers’ Compensation Insurance as required by the Labor Code of the State of California.

CONTRACTOR acknowledges that this project is subject to the City’s CWA. Contractor agrees that it and all of its subcontractors will abide by the terms and conditions of the CWA, including submittal of a Letter of Assent prior to the start of work.

14. CONTRACTOR shall, concurrent with the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract Price, to guarantee the faithful performance of the work “Performance Bond”, and one in the amount of One Hundred Percent (100%) of the Contract Price to guarantee payment of all claims for labor and materials furnished

“Payment Bond.” This Contract shall not become effective until such bonds are supplied to and approved by the CITY.

CONTRACTOR will comply with CWA Section 3.8, which requires contractors that are not signatory with one of the unions that are signatory to the CWA to register each of their own workers (Core Employees) with the appropriate union hall prior to them performing work on the project. The contractor must provide a listing of their Core Employees to the CWA administrator and the union prior to start of work. To qualify as a Core Employee, each employee must have been on the contractor’s active payroll for sixty (60) of the one hundred (100) working days prior to project award and have worked at least two thousand (2,000) hours in the craft that they are employed within the previous four (4) years. Core Employees are to be used in a one-to-one ratio with referred workers from the union hall.

15. CONTRACTOR shall, prior to commencing work, furnish certificates evidencing compliance with all requirements of the Contract Documents pertaining to insurance.

CONTRACTOR will pay all craft employee fringe benefits to the appropriate Union Trust Fund in the amounts designated in the Union MLA as required by CWA Section 5.2. Employee fringe benefit contributions paid to other funds or direct to the employee do not count towards this requirement.

16. Any amendments to any of the Contract Documents must be in writing executed by the CONTRACTOR and the CITY. Any time an approval, time extension, or consent of the CITY is required under the Contract Documents, such approval, extension, or consent must be in writing in order to be effective.
17. This Contract contains all of the agreements and understandings of the parties and all previous understandings, negotiations, and contracts are integrated into and superseded by this Contract.
18. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Contract which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.
19. The persons executing this Contract on behalf of the parties hereto warrant that they are duly authorized to execute this Contract on behalf of said parties and that, by so executing this Contract, the parties hereto are formally bound to the provisions of this Contract.
20. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

21. In performing its obligations and duties under this Contract, each party shall comply with all applicable local, state, and federal laws, regulations, rules, standards, and ordinances.
22. In the event any action is brought between the parties hereto relating to this Contract or the breach thereof, the prevailing party in such action shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs in connection with such action or proceeding.
23. This Contract may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.
24. This Contract is to be governed by the laws of the State of California.

IN WITNESS WHEREOF, the said CONTRACTOR and the Director of Public Works & Sustainability, City Manager, Mayor, and City Clerk of the CITY have caused the names of said parties to be affixed hereto, the day and year first above written.

CONTRACTOR'S NAME:

 Print Name of Construction Company

(If Corporation, 2 signatures are required)

By: _____
 Signature

 Print Name

Its: _____
 Title

By: _____
 Signature

 Print Name

Its: _____
 Title

CONTRACTOR INFORMATION:
 Address for Notices and Payments

Telephone Number: _____

Email: _____

PERFORMANCE BOND (SAMPLE)

ON-CALL CONCRETE IMPROVEMENTS
BID NO. ST-24-0020

KNOW ALL PERSONS BY THESE PRESENTS that we _____, as Principal, and _____ as Surety, are held and firmly bound unto City of Irvine, hereinafter called the City in the sum of _____ (\$ _____) (this amount being not less than one hundred percent (100%) of the total bid price of the contract awarded by the owner to the Principal), 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 conditions of this obligation are such that whereas the Principal entered into a contract attached hereto, with the City of Irvine.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original terms thereof, and any extensions thereof that may be granted by the Owner with or without notice of the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation shall be void otherwise this obligation 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 modifications of the Contract Documents and/or of the Work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time, and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, and all to be taxed as costs and included in any judgment rendered by a court of law.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this ____ day of _____, 20____, the name of each party being hereto written below and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body. This bond shall be authenticated by way of notarized acknowledgment, including a copy of the power of attorney, for the Surety.

ATTEST:

(Principal) _____

(Address) _____

(By) _____

(Title) _____

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____

PAYMENT BOND (SAMPLE)

ON-CALL CONCRETE IMPROVEMENTS
BID NO. ST-24-0020

KNOW ALL PERSONS BY THESE PRESENTS that we _____, as Principal, and _____ as Surety, are held and firmly bound unto City of Irvine, hereinafter called the City in the sum of _____ (\$_____) (this amount being not less than one hundred percent (100%) of the total bid price of the contract awarded by the owner to the Principal), 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 conditions of this obligation are such that whereas the Principal entered into a contract, attached hereto, with the City of Irvine.

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of each contract that may hereafter be made, then this obligation shall be void, otherwise this obligation shall remain in full force and effect.

The condition of this obligation is such that, if said Principal or his subcontractors, or heirs, executors, administrators, successors, or assigns thereof, shall fail to pay any of the persons named in the Civil Code § 9100 for any material used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or shall fail to pay any amount due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant or any amount required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors with respect to such work and labor, then said Surety will pay and, also, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of all persons named in the aforesaid Civil Code § 9100 to give a right of action to them or their assigns in any suit brought upon the bond.

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 hereby waives notice of any and all such changes, extensions of time, and alterations or modifications of the Contract Documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument this ____ day of _____, 20____, the name of each party being hereto written below and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body. This bond shall be authenticated by way of notarized acknowledgment, including a copy of the power of attorney, for the Surety.

ATTEST:

(Principal) _____

(Address) _____

(By) _____

(Title) _____

ATTEST:

(Surety) _____

(Address) _____

(By) _____

(Title) _____

LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the City of Irvine
Community Workforce Agreement prior to commencing work.

[Contractor's Letterhead]
City of Irvine
Public Works & Sustainability Department
1 Civic Center Plaza
Irvine, CA 92606
Attn: CWA Administrator

Re: Community Workforce Agreement – Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the City of Irvine Community Workforce Agreement effective November 1, 2023, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor State License No.: _____

Project Name: _____

SPECIAL PROVISIONS

- A. THESE ADDITIONS, DELETIONS, AND AMENDMENTS MODIFY THE SPECIFICATIONS IN THE “STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION”, 2015 EDITION AND 2016 SUPPLEMENT.
- B. THESE ADDITIONS, DELETIONS, AND AMENDMENTS SHALL TAKE PRECEDENCE IN THE EVENT OF A CONFLICT WITH ANY STANDARD SPECIFICATIONS.
- C. AS A CONVENIENCE, THESE ADDITIONS, DELETIONS, AND AMENDMENTS HAVE BEEN ARRANGED IN A FORMAT THAT PARALLELS THE “STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION”, 2015 EDITION AND 2016 SUPPLEMENT.

PART 1 - GENERAL PROVISIONS

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

REVISE as follows:

1-1 GENERAL. *ADD the following term:*

The word *provide* shall mean furnish and install.

1-2 TERMS AND DEFINITIONS. *MODIFY to ADD the following:*

Acceptance, Final Acceptance – Formal action by the Agency acknowledging the Work is complete.

Agency/Board/City – The City of Irvine, a municipal corporation.

Agency Representative – The person or engineering/architectural firm Agency authorizes to represent it during the performance of the Work by the Contractor and until Final Acceptance. The Agency Representative means the Agency Representative or his assistants.

Calendar Day – The 24-hour day denoted on the calendar.

Calendar Month – The period including the first through the last day of a month.

City – See Agency.

Clarification – Verbal or written interpretation of Contract Documents by the Agency Representative to clarify intent, procedures, materials or processes with no change in contract sum or time.

REPLACE the definition for “Engineer” with the following:

Engineer – The City Engineer acting either directly or through the Agency Representative.

Field Order – Authorization by Agency Representative to proceed with Change Order work after completion of negotiations, but before the issuance of the Change Order.

Invitation for Bids – Comprised of the NOTICE INVITING BIDS and all CONTRACT DOCUMENTS referenced or provided in the project bid package, detailed in paragraph 1 of the INSTRUCTIONS TO BIDDERS, PROPOSAL REQUIREMENTS AND CONDITIONS, included herein.

Laboratory – The laboratory authorized by the Agency or the Agency Representative to test material and work involved in the project.

Major Bid Item – A single Contract item constituting ten percent (10%) or more of the original Contract Price.

Project – The work specified by a particular Work Task/Purchase Order.

Request for Quotation – Contemplated revision of Contract Documents by the Agency requesting detailed information from the Contractor on impacts to contract sum or contract time.

State Standard Specifications – Standard Specifications issued by the State of California, Department of Transportation, 2015.

Traffic Control Devices – All signs, signals, markings, and other devices used to regulate, warn, or guide traffic, placed on, over, or adjacent to a street, highway, pedestrian facility, or bikeway, by authority of the Engineer.

Work Order/Purchase Order – A purchase order for a planned scope of work for a work site or grouping of work sites to be completed within the number of working days specified by the Purchase Order.

1-3 ABBREVIATIONS.

1-3.2 Common Usage. *MODIFY to ADD the following:*

Abbreviation	Word or Words
CSMP	Construction Site Monitoring Program
DBE	Disadvantaged Business Enterprise
ESA	Environmentally Sensitive Area
HMA	Hot Mix Asphalt
NOI	Notice of Intent
SWMP	Storm Water Management Plan
SWRCB	State Water Resources Control Board
WPCP	Water Pollution Control Program
WDID	Waste Discharge Identification Number

DELETE the abbreviation of MUTCD and SUBSTITUTE with the following:

MUTCD	California Manual on Uniform Traffic Control Devices
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1-3.3 Institutions. *MODIFY to ADD the following:*

Abbreviation	Word or Words
AI	The Asphalt Institute
AIA	American Institute of Architects
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance of Way Association
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
NFPA	National Fire Protection Association
PCA	Portland Cement Association
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code, Pacific Coast Building Officials Conference of the International Conference of Building Officials

SECTION 2 - SCOPE AND CONTROL OF THE WORK

REVISE as follows:

2-2 ASSIGNMENT. *MODIFY to ADD the following:*

The performance of the Contract may not be assigned, except upon the written consent of the Agency. Consent will not be given to any proposed assignment that would relieve the original Contractor or its Surety of their responsibilities under the Contract, nor will the Agency consent to any assignment of any part of the Work under the Contract.

Assignment of this Contract shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for performance of the work called for under the Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

2-3 SUBCONTRACTS.

2-3.1 General. *MODIFY to ADD the following:*

If the Contractor subcontracts any part of this Contract, the Contractor shall be as fully responsible to the Agency for the acts and omissions of his subcontractor as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Agency. The Contractor shall bind every subcontractor to be bound by the terms of the Contract Documents as applicable to his work.

Debarred contractors shall not be employed on the Work pursuant to the provisions of Labor Code § 1777.1 and the City of Irvine Council Ordinance No. 08-10. The Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations website:

<http://www.dir.ca.gov/dlse/debar.html>

A list of individuals, firms and organizations debarred, suspended or who have voluntarily excluded themselves from Federal Procurement and Non-Procurement Programs is maintained by the US General Services Administration. This excluded parties list is available from the website: <http://www.sam.gov>

The Contractor and each of its subcontractors shall maintain a valid and current Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project.

Prior to including a subcontractor's name on the bid, the Contractor shall be responsible for verifying that each of its subcontractors are properly licensed and not debarred from performing the designated work.

This requirement shall be enforced as follows: 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.

If any subcontractor or person employed by the Contractor is deemed by the Engineer to be incompetent or to act in an improper manner, at the request of the Engineer, they shall be dismissed immediately from the job and shall not be employed again on the Work.

A copy of each subcontract is required to be filed with the Agency before the subcontractor begins work. Each subcontract shall contain a reference to the Contract between the Agency and the Contractor, and the terms of that Contract, and all parts thereof shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for its annulment by the Contractor at the order of the Agency if in the Agency's opinion the subcontractor fails to comply with the requirements of the Contract.

Each subcontract and any lower tier subcontract that may in turn be made shall physically include the "Required Contract Provisions Federal-Aid Construction Contracts" of these Special Provisions.

2-3.2 Self Performance. *DELETE in its entirety and SUBSTITUTE with the following:*

The Contractor shall perform, with its own organization, Contract work amounting to at least 15 percent of the Contract Price on building/facility contracts, and at least 50 percent of the Contract Price on all other Public Works contracts except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. "Specialty Items" will be identified by the Agency in the Bid or Proposal. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the Engineer.

The provisions in 2-3.2 of these Special Provisions require that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original Contract Price is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal Aid Construction Contracts" of these Special Provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

2-3.3 Status of Subcontractors. *MODIFY to ADD the following:*

The City will not conduct business with an individual, firm or organization, and the Contractor shall not employ or otherwise use any subcontractor, supplier, or equipment vendor at any tier that is on the City's debarment list, the Department of Industrial Relations debarment list, or on the US General Services Administration "List of Parties Excluded from Federal Procurement and Non Procurement Programs."

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General. *ADD the following after the 2nd paragraph:*

All work of the Contract including, but not limited to, the general nature and character of the work area and conducting of Contractors' operations shall be performed in accordance with the Standard Specifications for Public Works Construction, 2015

edition, and all supplements thereto, except as modified in these Special Provisions and as follows:

Work to be performed which is directly related to the construction and/or modification of traffic, striping, signing, markings, or signals; work within State right of way; and work which is directly related to the construction of bridges and bridge appurtenances shall be performed in accordance with the State Standard Specifications, current edition as of bid date.

As applicable, unless modified elsewhere in these Special Provisions, Work of the Contract shall conform to current editions of: Uniform Building, Plumbing, Mechanical Codes; Uniform Fire Code; National Electrical Code; and City of Irvine amendments thereto.

All work shall be performed in accordance to the Standard Specification for Public Works Construction "Greenbook" (2015 Edition, with all current supplements), the California Building Code (2013 Edition) with City Amendments, the California Electrical Code (2013 Edition) with City Amendments, the California Plumbing Code (2013 Edition) with key amendments, California Green Building Standards Code (2013 Edition), Building Energy Efficiency Standards (2013 Edition), California Playground Safety Regulations; All City of Irvine Codes & Ordinances, City of Irvine's Grading Manual, City of Irvine's Standards and Design Manual; City of Irvine's Park/Public Facility Standards; City of Irvine's Construction Site Security Requirements, Americans with Disabilities Act (ADA), Chapter 11B Title 24 of the California Code of Regulations; California Public Contract Laws; these Specifications, Attachments, and the Construction Drawings, and all applicable requirements.

DELETE last paragraph in its entirety and SUBSTITUTE with the following:

If the Contractor, either before commencing work or in the course of the work, finds any discrepancy between the Specifications and the Plans or between either of them and the physical conditions at the site of the work or finds any error or omission in any of the Plans or in any survey, the Contractor shall promptly notify the Agency of such discrepancy, error, or omission. If the Contractor observes that any plans or specifications are at variance with any applicable law, ordinance, regulation, order, or decree, he shall promptly notify the Agency in writing of such conflict.

The Agency, on receipt of any such notice, will investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor after its discovery of such an error, discrepancy, or conflict that is directly or indirectly affected by such error, discrepancy, or conflict, will be at its own risk and it shall bear all cost arising therefrom.

The Agency will provide, free of charge, three (3) copies of Plans and Special Provisions for the Contractor and one (1) copy of Plans and Special Provisions for each subcontractor listed in the Bidder's Proposal. Any Plans or Special Provisions required by the Contractor/subcontractor in addition to the above can be provided by Agency at Contractor's expense. The Contractor shall keep one set of Plans and Special Provisions in good order and available to the Agency Representative at the site of the Work.

2-5.2 Precedence of Contract Documents. *DELETE the order of precedence and SUBSTITUTE with the following:*

- a) Permits and Agreements
- b) Change Orders and/or Supplemental Agreements; whichever occurs last
- c) Work/Task Order
- d) Contract
- e) Addenda
- f) Instructions to Bidders, Proposal Requirements and Conditions
- g) Bid/Proposal
- h) Special Provisions
- i) Contract Plans
- j) Standard Plans
- k) Standard Specifications
- l) Reference Specifications

ADD:

2-5.2.1 Interpretation of Plans and Specifications. Figured dimensions on Plans shall govern but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Specifications shall govern as to materials, workmanship, and installation procedures. Plans and Specifications requiring higher quality material or workmanship shall prevail. In the event of any discrepancy between any drawings and the figures thereon, the figures shall be taken as correct. In the event of any doubt or question arising respecting the true meaning of the Specifications, reference shall be made to Engineer whose decision thereon shall be final.

2-5.3 Submittals.

2-5.3.1 General. *MODIFY to ADD the following:*

The review period begins anew upon each submittal or resubmittal.

In providing specified submittals, the Contractor certifies that they are complete in all respects and all materials, equipment, and other work shown thereon conforms to the Contract Documents.

Where a manufactured item is designed or engineered by the manufacturer, fabricator, subcontractor, consultant or designee, the drawings, and supporting calculations shall be stamped and signed by an engineer registered by the State of California executing the design within the scope of his registration. Unless otherwise accepted by the Engineer, data shall be submitted only by the prime Contractor. Data that, in the opinion of the Engineer, are incomplete or have not been checked by the prime Contractor or are illegible will be considered as not complying with the Contract requirements and will be returned to the Contractor for resubmittal in the proper form. The City may make this determination at any time during the review period.

Data shall be submitted in a format similar to the arrangement of the applicable section(s) of the Specifications unless otherwise specified. Any submittal not following

the format specified, and not conforming to the requirements listed below, will be returned for resubmittal without review.

- a) Data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices, the external connections, anchorages, and supports required, performance characteristics, dimensions needed for installation and correlation with other materials and equipment, and all additional information as required in the detailed section(s) of the Contract Documents. Identify field dimensions; show relation to adjacent or critical features, work or products.
- b) Calculations to support the adequacy of the design in meeting specified performance ratings or requirements shall be submitted when required by the Specifications.
- c) Each drawing or data sheet shall be clearly marked with the name of the project, the Contractor's name, and references to applicable Specification paragraphs and Plan sheets. Submittals containing multiple drawings or data sheets shall be collated prior to submittal for review.
- d) Data sheets, catalog cuts or drawings showing more than the particular item under consideration shall be marked to cross out all but the applicable information. Submit only pertinent pages; mark each copy of standard printed data to identify pertinent products, referenced to Specification Section and Article number. Show reference standards, performance characteristics, and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.
- e) Data submitted shall include drawings showing wiring and/or pipe layouts. Any changes proposed by the Contractor shall be stated in a cover letter and essential details of such changes shall be clearly shown in the data submitted.
- f) Present in a clear and thorough manner. Title each drawing with project name and number; identify each element of drawings by reference to sheet number and detail, schedule, or room number of Contract Documents.
- g) Provide manufacturer's preparation, assembly, and installation instructions.
- h) Submit full range of manufacturer's standard finishes except when more restrictive requirements are specified, indicating colors, textures, and patterns, for Engineer's selection.
- i) Submit samples to illustrate functional characteristics of products, including parts and attachments. Label each sample with identification required for transmittal letter. Approved samples which may be used in the Work are indicated in the Specification section.
- j) Provide field samples of finishes for the Work, at location acceptable to Agency Representative, as required by individual Specifications section. Install each sample complete and finished. Finishes in place that have been accepted by the Agency Representative may be retained in completed work.

Submittals shall be accompanied by a letter of transmittal listing the contents of the submittal. Drawings shall show the name of the project, the name of the Contractor, and, if any, the names of suppliers, manufacturers, and subcontractors. Shop drawings shall be submitted with sufficient time for Agency's review and in orderly sequence in accordance

with the progress schedule to cause no delay in prosecution of the Work. Drawings shall be submitted on 11"x17" or 24"x36" sheet sizes only. Any submittal not accompanied by such a transmittal, or where all applicable items on the form are not complete, will be returned for resubmittal.

A separate letter of transmittal shall be used for each specific item or class of materials or equipment for which a submittal is required. Transmittal of shop drawings on various items using a single letter of transmittal will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. Submittals transmitted by facsimile will not be accepted.

The Agency will return any submittal sent (1) without a transmittal letter, (2) with an incomplete form, or (3) by facsimile.

The Contractor shall assign a unique sequential number to each submittal package, which shall be clearly written in the space provided on the transmittal letter. This number shall be used in all correspondence to the Agency when referencing to a particular submittal. The Contractor shall be responsible for ensuring the same submittal number is not assigned to different submittal packages.

Resubmittals shall incorporate the original submittal number followed by the revision number (i.e., the first resubmittal of submittal #1 is numbered 1R1, the second 1R2, etc.). The Agency will return improperly numbered submittals without review. The Contractor shall indicate on the transmittal letter that either no exceptions to the Contract Documents are taken or deviations are submitted. All deviations indicated shall be listed on the transmittal letter and the Contractor shall be solely responsible for any omitted deviations. If any deviations are omitted, the Agency will return the submittal and the engineering data without review for resubmittal. Any consequences from the resulting delay shall be fully borne by the Contractor.

The Engineer's review of the Contractor's submittals will cover only general conformity to the Contract Documents. The Engineer's acceptance of drawings returned marked NO EXCEPTION TAKEN or RESUBMITTAL NOT REQUIRED (CORRECTIONS ARE NOTED) shall not constitute a blanket approval of dimensions, qualities, and details of the materials, equipment, device, or item shown, and does not relieve the Contractor from any responsibility for errors, omissions, or deviations from conforming to the Contract Documents. The Agency reserves the right to subsequently reject any previously accepted equipment, material, and/or construction method that deviates from the Contract Documents. When the drawings and data are returned marked CORRECT AND RESUBMIT, the corrections shall be made as noted thereon and as instructed by the Engineer, resubmittal shall be made in the same manner as the original submittal.

If the Engineer rejects the submittals, the Contractor is responsible for any subsequent time delays at no additional compensation from the Agency. Subject to these requirements, drawings and data, after final processing by the Engineer, shall become a part of the Contract Documents, and the work shown or described thereby shall be performed in conformity therewith unless otherwise required by the Engineer. In the event of conflict between accepted submittals and the other Contract Documents, the most stringent requirements shall apply unless the Agency has agreed in writing to less

stringent requirements in response to a deviation listed on a submittal letter of transmittal.

No portion of the work requiring a submittal shall be commenced until the submittal has been reviewed by the Engineer and returned to the Contractor with a notation indicating that resubmittal is not required.

The review by the Engineer is only of general conformance with the design concept of the project, and general compliance with the Contract Documents and shall not be construed as relieving the Contractor of these full responsibilities for providing materials, equipment, and work required by the Contract; the proper fitting and construction of the Work; the accuracy and completeness of the submittals; selecting fabrication processes and techniques of construction; and performing the Work in a safe manner.

2-6 WORK TO BE DONE. *ADD the following after the 1st paragraph:*

The Contractor shall leave the Work area in a neat condition. Any work not shown in the Plans or Specifications but necessary to complete the Work according to law and governmental codes and regulations shall be performed by the Contractor as if in the Plans and Specifications.

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character necessary to accommodate the Work. Where such obstructions consist of improvements not required by law to be removed by the Agency thereof, all such improvements shall be removed, maintained, and permanently replaced by the Contractor at his expense.

2-8 RIGHT OF WAY. *DELETE the 1st sentence and SUBSTITUTE with the following:*

Rights of way, easements, agreements, licenses, or rights of entry (all referred to as right of way) for the Work shall be provided by the Agency. Temporary right-of-way to construct one or more portions of the Work may be acquired by the Agency. If temporary right of way is acquired, the Contractor shall comply with all the terms and obligations related to the physical use of the temporary right of way and its eventual return of the property to the owner. The Contractor shall schedule the Work that may include landscape establishment, maintenance periods, and final acceptance within the temporary right of way to start and finish within the time allotted in each temporary right of way agreement. Should the Work be delayed through no fault of the Agency, the Contractor shall be responsible for all costs incurred by the Agency to extend use of the temporary right of way.

MODIFY to ADD the following:

Work in the public right of way shall be done in accordance with the requirements of the permit issued by the public agency in whose right of way the Work is located in addition to conforming to the Contract Documents. If a permit or traffic control plan is not required, the Work shall conform to the standards set forth in the MUTCD.

The Contractor shall not allow his employees to use private property for any reason or to use water or electricity from such property without providing the City written permission from the owner. The Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, and regulations in performing any work or doing any activity on lands outside the public rights of way.

The Contractor shall hold harmless, indemnify, and defend the Agency, the Agency Representative and each of their officers, employees, and agents from all claims or suits for damages occasioned by such work or activity, whether done according to this section and with permission from the Agency or in violation of this section without permission from the Agency. To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the case of any such claims or suits.

The Contractor shall comply with City of Irvine Municipal Code § 5-9-521 Construction Site and Vacant Property Security and be fully responsible for locating and obtaining permission to use equipment yards or material storage site(s). The Contractor shall assume full responsibility and costs for property rental, site preparation, maintenance and cleanup in a manner satisfactory to the City and the property owner.

If, through the failure of the Agency to acquire or clear right of way, the Contractor sustains loss which could not have been avoided by the judicious handling of forces, equipment and plant, the Contractor will be paid an amount as the Engineer may find to be a fair and reasonable compensation for such part of the Contractor's actual loss as, in the opinion of the Engineer, was unavoidable, determined as follows:

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for as provided in 3-3 with the following exceptions:

- a) The right of way delay factor for each classification of equipment shown in the State of California, Department of Transportation publication entitled "Equipment Rental Rates and Labor Surcharge," current edition at the time of bid opening will be applied to such equipment rental rate.
- b) The time for which such compensation will be paid will be the actual normal working time during which such delay condition exists, but in no case will exceed eight (8) hours in any day.
- c) The days for which compensation will be paid will be the Calendar Days, excluding Saturdays, Sundays, and legal holidays, during the existence of such delay.

Actual loss shall be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of men, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined, as provided herein, and compensation for idle time of men will be determined as provided in 3-3.

If the performance of the Contractor's work is delayed as a result of the failure of the City to acquire or clear right of way, an extension of time determined pursuant to the provisions in 6-6 will be granted.

2-9 SURVEYING.

2-9.1 Permanent Survey Markers. *DELETE in its entirety and SUBSTITUTE with the following:*

This contract involves removal and replacement of various Asphalt Concrete and/or Portland Cement Concrete improvements in which permanent survey markers and ties may be present.

The Contractor shall engage a licensed land surveyor registered in the State of California to perform Pre-Construction and Post-Construction Surveying for the preservation of all survey monuments and ties thereto. All surveying shall be in accordance with the California Land Surveyor's Act, California Business and Professions Code, the Caltrans Survey Manual, and all other applicable laws.

Existing Monuments (Pre-Construction)

Before start of construction, field-check all existing monuments. Perform survey monument reconnaissance, tie out all existing monuments (Boundary, Lot/Parcel, Centerline monuments and tie points thereto), and file initial Corner Records with the County Surveyor's Office Contractor if necessary, providing a copy of all Pre-Construction Corner Records submitted to the County prior to beginning any construction activity.

Resetting Monuments (Post-Construction)

Restore all survey monuments and ties within the project limits disturbed by construction activities. Prepare and file final verification Corner Records with the County Surveyor's Office immediately after the completion of construction. Provide a copy of all records submitted to the County within two (2) working days.

2-9.2 Survey Service. *DELETE the 1st sentence in the 1st paragraph and SUBSTITUTE with the following:*

Any and all surveying necessary to complete this project shall be in accordance with Section 2-9 of the Greenbook Specification and shall be provided by the Contractor and be performed by a registered Civil Engineer licensed prior to January 1, 1982, or licensed Land Surveyor in the State of California at the Contractor's expense.

The Agency will engage a licensed land surveyor or civil engineer registered in the State of California to perform surveying and calculations required for quality assurance surveying only.

DELETE the last sentence in the 1st paragraph and SUBSTITUTE with the following:

Staking will be in accordance with Chapter 12 "Construction Surveys" of the State of California, Department of Transportation "Survey Manual." A copy of the Manual is available at http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/12_Surveys.pdf.

Any construction stakes required in addition to those listed in the "Survey Manual", or any re-staking required by loss of stakes, or additional costs encountered by significant delays or conditions which cause the use of more difficult survey methods during field operations, and which are, in the judgment of the Agency, caused by interference of Contractor's operations, equipment or materials, are also the Contractor's responsibility.

The Contractor shall submit to the Agency Representative a construction staking form 48 hours in advance of staking operations, with an assigned sequential number, description of specific items, locations, and date to be staked, together with supplemental drawings and/or data as necessary to facilitate the Agency's quality assurance surveying as required.

If additional quality assurance surveying by the Agency's surveyor is necessary due to re-staking attributed to the loss of stakes caused by the Contractor's operations, the Agency shall be compensated by the Contractor at the hourly rate schedule of the Agency's surveyor. Costs shall be deducted from any monies due or to become due the Contractor and any delays due to the replacement or restoration of stakes shall be the responsibility of the Contractor.

Any and all costs prescribed by the Greenbook Specifications and these Special Provisions relative to **CONSTRUCTION SURVEYING AND MONUMENT PRESERVATION** including, but not be limited to furnishing all labor, materials, tools, equipment, incidentals, filing fees, and for doing all the work as specified in the Standard Specifications and these Special Provisions, or as directed by the City Representative, shall be included in the various items of work requiring construction Staking/Surveying and Monument Preservation and no additional compensation will be allowed therefor.

ADD:

2-9.5 Conformity with Contract Documents. The Work shall conform to the lines, grades, dimensions, tolerances, and material and equipment requirements shown on the Contract Documents. Although measurement, sampling, and testing may be considered evidence as to such conformity, the Engineer shall be the sole judge as to whether the work or materials deviate from the Contract Documents and his decision as to any allowable deviations therefrom shall be final.

If specific lines, grades, and dimensions are not shown on the Plans, those furnished by the Engineer shall govern.

2-10 AUTHORITY OF BOARD AND ENGINEER. *MODIFY to ADD the following:*

The Contractor is subject to the provisions of Government Code § 8546.7, which provides that this Contract and related documents are subject to the examination and audit of the State Auditor, at the request of the Agency or as part of any audit of the Agency, for a period of three (3) years after final payment under the Contract.

The Agency reserves the right to audit the Contractor's books, records, and documents related to the Contractor's performance and the Contractor's compliance with all of the terms and conditions of this Contract at any time. Upon request by Agency, Contractor shall prepare and submit to Agency any reports concerning Contractor's performance of the services rendered under this Contract. With 72 hours advance written notice delivered to Contractor, Agency shall have access to the books, records, and documents of Contractor related to Contractor's performance of this Contract in the event any audit is requested.

All drawings, documents, and other materials prepared by Contractor in the performance of this Contract:

- a) Shall be the property of Agency and shall be delivered at no cost to Agency upon request of Agency or upon the termination of this Contract, and
- b) Are confidential and shall not be made available to any individual or entity without prior written approval of the Agency.

2-11 INSPECTION. *DELETE in its entirety and SUBSTITUTE with the following:*

Inspection of the Work will be conducted by an Agency Representative and will include monitoring and enforcing compliance of materials, equipment, installations, workmanship, methods, and requirements of the Contract Documents.

The Agency Representative shall, at all times, have safe access to the Work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the Work.

Whenever the Contractor varies the work hours in which inspection is required, the Contractor shall give at least two (2) Working Days written notice to the Agency Representative so that inspection may be made.

All installations which are to be backfilled or otherwise covered will be inspected by the Agency Representative prior to backfilling or covering. The Contractor shall give the Agency Representative a minimum of two (2) days advance notice prior to backfilling or covering any part of the Work.

Work or materials concealed or performed without the prior notice specified above, will be subject to such tests or exposure as may be necessary to prove to the satisfaction of the Engineer, that all materials used, and the work done are in strict conformity with the Contract Documents. All labor and equipment necessary for exposing and testing shall be furnished and paid for by the Contractor. The Contractor shall replace, without additional cost to the Agency, any materials or work damaged by exposure or testing.

Defective work shall be made good at the Contractor's expense including any unsuitable materials and equipment that may have been previously inspected by the Agency Representative, and/or that payment therefore has been included in an estimate for payment.

Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all requirements of the Contract.

All submittals and correspondence between the Agency and the Contractor, related to inspection of the Work of this Contract, shall be directed to the Engineer.

ADD:

2-11.1 Inspection Requirements. The Contractor shall notify the Agency Representative a minimum of 48 hours before inspection is required.

- a) Unless specified elsewhere in the Special Provisions, inspection of the Work will be provided by the Agency between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, exclusive of Agency holidays. Any inspections requested by or made necessary as a result of the actions of the Contractor beyond the hours stated above shall be paid for by the Contractor at the prevailing rate of 1-1/2 times the regular hourly wage rate, plus 21% for overhead costs.

The Contractor shall submit a request to the Engineer for approval, a minimum five (5) Calendar Days, in advance of inspections requested by or made necessary as a result of the actions of the Contractor on Saturdays, Sundays or Agency and/or Federal holidays. The Contractor shall pay for these inspections at the prevailing

rate of 1-1/2 times for Saturdays and 2 times the regular hourly wage rate for Sundays or Agency and/or Federal holidays plus associated overhead costs.

For purposes of this section, the following holidays are observed by the Agency:

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

A construction calendar showing the days that each of the above holidays will be observed is available upon request from the Engineer.

- b) The Contractor shall telephone the designated Agency Representative at least two (2) Working Days prior to starting construction or resuming construction following suspension of the Work for any reason.

Prior to commencing any work on the Contract, the Contractor shall submit a completed Inspection Overtime Permit form provided by the City of Irvine.

- c) In addition to any inspection required by Codes and/or Ordinances or Contract Documents, Contractor shall notify the Engineer a minimum of 2 days prior to the permanent concealment of any materials or work. The following list is typical, but not all inclusive of such required inspections:

- 1) Foundation/subgrade material, footing, and slab beds
- 2) Reinforcing for concrete, masonry, and plaster
- 3) Contact surface of concrete forms
- 4) Concrete and masonry surfaces
- 5) Piping and conduit
- 6) Finish grade prior to paving, seeding or planting
- 7) All soil mixes prior to installation
- 8) All chemicals and amendments prior to installation or application

2-12 SPECIAL NOTICES. MODIFY to ADD the following:

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

- a) If the notice is given to the Agency, by personal delivery or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to the Agency, postage prepaid and registered.
- b) If the notice is given by the Engineer to the Contractor by personal delivery to said Contractor or to his authorized representative or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or such other address as may have been established for the conduct of the work under this Contract, postage prepaid and registered.
- c) If notice is given to the surety or any other person by personal delivery to said surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to such surety or person at the address of said surety or person last communicated by him to the party giving the notice, postage prepaid and registered.

ADD:

2-13 CORRESPONDENCE. Unless specified otherwise or requested by the Engineer, the use of facsimile (fax) machines, text messages, or phone calls shall not be considered official project correspondence. Unless otherwise allowed by the Engineer, all email shall be directed to the Engineer. The email address for the Engineer will be provided at the pre-construction meeting. Correspondence received after 2:00 p.m. shall be considered as being received the following working day. The Engineer will not accept any illegible correspondence.

ADD:

2-14 CONTRACT COORDINATION. The Contractor shall coordinate scheduling, submittals, and the Work to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.

In addition to weekly progress meetings, as required by the Agency, the Contractor shall hold coordination meetings and pre-installation conferences with Agency Representatives and subcontractors to assure coordination of Work.

Should the Agency exercise partial Acceptance or beneficial occupancy of premises, the Contractor shall coordinate access to site to complete work or to correct defective work and work not in strict conformance with Contract Documents to minimize disruption of Agency's activities.

SECTION 3 - CHANGES IN WORK

REVISE as follows:

3-1 CHANGES REQUESTED BY THE CONTRACTOR.

3-1.1 General. *ADD the following after the 1st paragraph:*

The Contractor may initiate changes by submitting a written Change Order Request to the Engineer containing:

- a) Description of the proposed changes.
- b) Statement of the reason for making the changes.
- c) Reference applicable specifications sections and specific plans in support of the request.
- d) Statement of the effect on the Contract Price and Contract time.
- e) Statement of the effect on the work of separate subcontractors.
- f) Documentation supporting any change in Contract Price or Contract time as appropriate.

3-2 CHANGES INITIATED BY THE AGENCY.

3-2.1 General. *DELETE in its entirety and SUBSTITUTE with the following:*

The Agency may issue a Change Order for modifications of Work including, but not limited to, the Plans, Specifications, character, quantity or time of Work. Change Orders shall be in writing and state the dollar value of the change or establish the method of payment, and any adjustment in the Contract time of completion.

The Engineer may order minor changes in the Work not involving an increase or decrease in the contract amount, nor involving a change in the time for completion, but consistent with the purposes for which the works are being constructed. If the Contractor believes that any order for minor changes in the work involves changes in the Contract Price or time of completion, the Contractor shall not proceed with the minor changes so ordered and shall immediately, upon the receipt of such order, notify the Engineer in writing of his estimate of the changes in the Contract Price and time of completion he believes to be appropriate.

No payment for changes in the Work will be made and no change in the time of completion by reasons of changes in the Work will be made, unless the changes are covered by a written Change Order approved by the Agency in advance of the Contractor's proceeding with the changed work.

Once a Change Order is finalized and executed by both parties, the Contractor waives its right to seek any additional compensation for the work covered by the Change Order or any project impacts. The Contractor agrees that all Change Orders constitutes full payment for the work covered by the Change Orders, including all direct and indirect overhead expenses.

Notwithstanding any other provision in the Contract Documents, the Agency's issuance of a Change Order shall not constitute a waiver by the Agency of, or preclude the Agency in

any way from, asserting any claim with respect to the same, including but not limited to, a claim of breach of contract or claim that the issued Change Order covers work included in the scope of Work set forth in the Contract Documents for which the Contractor was not entitled to any additional funds.

A Change Order is approved when the Agency signs the Change Order.

A Contract Change Order approved by the Engineer may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in an approved Contract Change Order not executed by the Contractor, the Contractor shall proceed with the Change Order work in accordance with 3-5 of the Standard Specifications and submit a written protest to the Engineer within fifteen (15) days after the receipt of the approved Contract Change Order. The protest shall state the points of disagreement citing the Specification references, quantities, and costs involved. If a written protest is not submitted, payment will be made as set forth in the approved Contract Change Order, and that payment shall constitute full compensation for all work included therein or required thereby. Unprotested approved Contract Change Orders will be considered as executed Contract Change Orders.

The Engineer may initiate changes by submitting a Request for Quotation to Contractor. Such request will include detailed description of the change, products, and location of the change in the Work, supplementary or revised Plans and Specifications. Such request is for information only and is not an instruction to execute the changes, or to stop work in progress.

The Contractor shall support each quotation for a lump-sum proposal, and for each unit price that has not previously been established, with sufficient substantiating data to allow Engineer to evaluate the quotation.

On request, the Contractor shall provide additional data to support time and cost computations, labor required, equipment required, products required, recommended source of purchase and unit cost, and quantities required, taxes, insurance and credit for work deleted from Contract, similarly documented, justification for any change in Contract time.

The Contractor shall support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information as follows:

- a) Name of the Agency Representative who ordered the work, and date of the order.
- b) Dates and times work was performed, and by whom.
- c) Time record, summary of hours worked, and hourly rates paid.
- d) Receipts and invoices for equipment used, listing dates and times of use, products used, listing of quantities, and subcontracts.

In lieu of a Request for Quotation, the Engineer may issue a written Field Order for the Contractor to proceed with a change for subsequent inclusion in a Contract Change Order. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change and will designate the method of determining any change in the Contract Price and any change in

Contract time. Agency Representative will sign and date the Field Order as authorization for the Contractor to proceed with the changes. Contractor may sign and date the Field Order to indicate agreement with the terms therein. Contractor shall proceed with the work so ordered prior to actual receipt of an approved Contract Change Order.

3-2.2 Contract Unit Prices.

DELETE in its entirety and SUBSTITUTE with the following:

Contractor acknowledges that this is an on-call contract and that quantities shown on the Schedule of Work are estimates only. Work Orders will be at various locations throughout the City and there is no guarantee that the City will order the estimated quantity of work shown for any bid item on the Schedule of Work. The City may order more or less of a quantity, or order none of any item on the Schedule of Work. Sections 3-2.2.2 and 3-2.2.3 do not apply to this Contract.

The City cannot and does not guarantee that all of the bid items will be utilized or that a minimum amount of the Contract authority will be used. However, payments to the Contractor will be based upon actual installed/constructed quantities completed to the satisfaction of the Engineer.

This on-call contract may be extended for up to **three (3)** separate, consecutive periods of one year at the option of the City Council. The maximum percentage rate increase for each extension will not exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted; average annualized change reported for prior year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

3-2.2.2 Increases of More than 25 Percent. *This subsection is deleted.*

3-2.2.3 Decreases of More than 25 Percent. *This subsection is deleted.*

3-3 EXTRA WORK.

3-3.2.1 General. *DELETE in its entirety and SUBSTITUTE with the following:*

When the price for the extra work cannot be agreed upon prior to the commencement of the work, the Agency will pay for the extra work based on the accumulation of costs as provided herein.

3-3.2.2.3 Tool and Equipment Rental. *DELETE in its entirety 2nd paragraph and SUBSTITUTE with the following:*

The rates to be used for determining equipment rental costs shall be those rates listed for such equipment in the State of California, Department of Transportation (Caltrans) publication entitled "Equipment Rental Rates and Labor Surcharge", which is in effect on the date upon which the work is accomplished, regardless of ownership and any rental or other agreement entered into by the Contractor, if such may exist, for the use of such equipment. If it is deemed necessary by the Engineer to use equipment not listed in the said publication, the Engineer will establish a suitable rental rate for such equipment. The Contractor may furnish any cost data, which might assist the Engineer in the establishment of such rental rate. Equipment Rental Rates and Labor Surcharge publication is available from Caltrans at <http://www.dot.ca.gov/hq/construc/equipmnt.html>. Rental time will not be allowed while equipment is inoperative due to breakdowns.

Operators of rented equipment will be paid for as provided in 3-3.

3-3.2.3 Markup.

3-3.2.3.1 Work by Contractor. *DELETE in its entirety and SUBSTITUTE with the following:*

The following percentages will be added to the Contractor's costs as determined under 3-3.2.2 and shall constitute the markup for all overhead, increase in Contractor's bonds, administrative expenses, and profit on work by the Contractor:

- | | |
|---------------------------------|-----|
| a) Labor | 20% |
| b) Materials | 15% |
| c) Equipment Rental | 15% |
| d) Other Items and Expenditures | 15% |

3-3.2.3.2 Work by Subcontractor. *DELETE in its entirety and SUBSTITUTE with the following:*

When any part of the extra work is performed by a subcontractor, of any tier, the markup established in 3-3.2.3.1 shall be applied to the subcontractor's actual cost of such work. Contractor markup on subcontractor work shall be limited to five percent.

No payment shall be made for any item not set forth in 3-3.2.3.1 and 3-3.2.3.2, including without limitation, Contractor's overhead, general administrative expense, supervision or damages claimed for delay in prosecuting the remainder of the work.

This provision shall not be construed to preclude the recovery of damages by the Contractor stemming from delay for which the Agency is responsible, which is unreasonable under the circumstances involved, and which was not within the contemplation of the Agency and the Contractor.

3-3.3 Daily Reports by Contractor. *ADD the following after the 1st sentence:*

The Contractor shall notify the Agency Representative at the beginning of each day when extra work is in progress. No payment will be made for work not verified by the Agency Representative.

SECTION 4 - CONTROL OF MATERIALS

REVISE as follows:

4-1 MATERIALS AND WORKMANSHIP.

4-1.1 General. *ADD the following before the 1st sentence in the 1st paragraph:*

The Contractor shall furnish all materials required to complete the Work, except materials that are designated in the Special Provision to be furnished by the Agency.

ADD:

4-1.1.1 Contractor Equipment and Plants. Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the project. Such equipment and plants shall be maintained in a good state of repair during the process of the Work. No obsolete or badly worn equipment and plants shall be used. Manufacturer's ratings shall not be exceeded.

Plants shall be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to ensure a production rate of sufficient material to carry to completion within the time limit(s) specified in the Contract Documents, if any.

The Contractor, when ordered by the Engineer, shall remove unsuitable equipment from the work site and discontinue the operation of unsatisfactory plants and equipment.

ADD:

4-1.1.2 Adoption or Revision Date for Standards, Codes, and Tests. Whenever reference is made to a standard, code, specification, or test and the designation representing the date of adoption or latest revision thereof is omitted, it shall mean the latest revision of such standard, code; specification or test in effect on the day of the Notice Inviting Bids is dated.

In accordance with the Public Contract Code § 3400, the Contractor shall submit data substantiating requests for substitution of "equal" items within thirty-five (35) days of Contract award or before ten percent of the Contract Working Days have expired, whichever is less. This time is included in the number of Working Days allowed for the completion of the Work. The Engineer's decision regarding the acceptability of the substitution is final.

Materials, equipment, and supplies provided shall, without additional charge to Agency, fully conform with all applicable local, State and Federal safety laws, rules, and regulations, and orders, and it shall be the Contractor's responsibility to provide only such materials, equipment, and supplies notwithstanding any omission in the Contract Documents therefore on that particular material, equipment or supply as specified.

4-1.3 Inspection Requirements. *ADD the following before the 1st paragraph:*

Materials to be used in the Work will be subject to inspection and tests by the Engineer. The Contractor shall furnish without charge such samples as may be required. The Contractor shall furnish the Engineer a list of his sources of materials and the locations at which such materials will be available for inspection a minimum of twenty (20) Calendar Days in advance of their intended use. The Engineer may inspect, sample or

test materials at the source of supply or other locations, but such inspection, sampling or testing will not be undertaken until the Engineer is assured by the Contractor of the cooperation and assistance of both the Contractor and the supplier of the material. The Contractor shall assure that the Engineer has free access at all times to the material to be inspected, sampled or tested. It is understood that such inspections and tests, if made at any point other than the point of incorporation in the Work, in no way shall be considered as a guarantee of acceptance of such material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed by the Agency shall not relieve the Contractor or his suppliers of responsibility for quality control.

Manufacturers' warranties, guarantees, instruction sheets, and parts lists, which are furnished with certain articles or materials incorporated in the Work, shall be delivered to the Engineer before acceptance of the Contract Work.

Reports and records of inspections made and tests performed when available at the site of the Work, may be examined by the Contractor.

4-1.3.1 General. *MODIFY to ADD the following:*

The Engineer may inspect the production of material, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the Engineer is assured of the cooperation and assistance of both the Contractor and the material producer. The Engineer shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The Agency assumes no obligation to inspect materials at the source of supply.

4-1.4 Test of Materials. *MODIFY to ADD the following:*

The Contractor shall furnish the Agency Representative with a list of his sources of materials in sufficient time to permit proper inspection and testing of materials to be furnished for such listed sources in advance of their use. The Contractor shall furnish without charge such samples as may be required.

Inspection and tests will be made by the Agency Representative or his designated representative, but it is understood that such inspections and tests, if made at any point other than the point of incorporation in the work, in no way shall be considered as guarantee of acceptance of such materials nor of continued acceptance of materials, presumed to be similar to that upon which inspection and tests have been made.

Tests of materials will be made in accordance with commonly recognized procedures of technical organizations and such special procedures as prescribed in the Contract Documents. Materials will be sampled and tested at such times during the process of the Work as deemed desirable by the Engineer, the Contractor shall cooperate in obtaining the samples.

ADD:

4-1.4.1 Testing Laboratory. The Contractor shall employ and pay for services of an independent testing laboratory, subject to approval by the Agency, to perform other testing and inspections services required by the Contract Documents.

Prior to start of Work, the Contractor shall submit his testing laboratory name, address, and telephone number, and names of full-time registered engineer and responsible officer.

Employment of testing laboratories will in no way relieve Contractor of its obligation to perform the Work in accordance with Contract Documents.

Laboratory field technicians employed by the Agency shall have no authority to release, revoke, alter, or enlarge on requirements of Contract Documents, or to approve, accept or stop any portion of the Work.

The Contractor shall:

- a) Cooperate with laboratory personnel, provide access to work, arrange access to manufacturer's operations.
- b) Provide the laboratory with preliminary representative samples of materials to be tested, in required quantities.
- c) Furnish copies of mill test reports.
- d) Provide casual labor and facilities for access to work being tested; obtain and handle samples at the site; facilitate inspections and tests; provide facilities for the laboratory's exclusive use for storage and curing of test samples.
- e) Coordinate requests for testing through the Agency Representative. Notify Agency Representative a minimum of three (3) Working Days in advance of operations to allow for assignment of personnel and scheduling of tests.
- f) Pay for additional laboratory inspections, sampling, and testing required for Contractor's convenience and when initial tests indicate that work does not comply with Contract Documents.
- g) When required by the Contract Documents, submit manufacturer's certificate, executed by responsible officer, certifying that the product(s) meet or exceed specified requirements. Provide certification in duplicate.

4-1.5 Certificate of Compliance. *Delete in its entirety and SUBSTITUTE with the following:*

A certificate of compliance shall be furnished prior to the use of any materials for which the Specifications require that such a certificate be furnished. In addition, when so authorized in the Specifications, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a certificate of compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Contract Documents. A certificate of compliance shall be furnished with each lot of material delivered to the Work, and the lot so certified shall be clearly identified in the certificate.

All materials used based on a certificate of compliance may be sampled and tested at any time. The fact that material is used on the basis of a certificate of compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the Plans and Specifications, and any such material not conforming to such requirements will be subject to rejection whether in place or not.

The Agency reserves the right to refuse to permit the use of material based on a certificate of compliance.

The form of the certificate of compliance and its disposition shall be as approved by the Engineer.

4-1.6 Trade Names or Equals. *MODIFY to ADD the following:*

The Contractor shall submit products list in accordance with the following:

- a) Within the time specified in 4-1.1.2 of the Standard Specifications and these Special Provisions, transmit number of copies Contractor needs plus four (4) of a list of major products which are proposed for installation, including name of manufacturer. Tabulate products by specification section number, title, and article number.
- b) For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- c) The Engineer will reply in writing, stating whether there is reasonable objection to listed items. Failure to object to a listed item shall not constitute a waiver of requirements of Contract Documents.

The following limitations shall apply to substitutions:

- a) During the bidding period, Instructions to Bidders govern times for submitting requests for substitutions under requirements specified in this Subsection.
- b) Requests for substitutions of products will be considered only within the time period specified in the Contract Documents. Subsequent requests will be considered only in the case of product unavailability or other conditions beyond control of Contractor. Material delivery schedules will not be considered justification for substitution.
- c) Substitutions will not be considered when indicated on shop drawings or product data submittals without separate formal request or when requested directly by subcontractor or supplier, or when acceptance will require substantial revision of Contract Documents.
- d) Substitute products shall not be ordered or installed without written acceptance by the Engineer.
- e) Only one request for substitution for each product line will be considered. When substitution is not accepted, provide specified product.
- f) The Engineer will determine acceptability of substitutions.

Requests for substitutions shall conform to the following:

- a) Submit separate request for each substitution. Document each request with complete data substantiating compliance of proposed substitution with requirements of Contract Documents.
- b) Identify product by specifications section and article numbers. Provide manufacturer's name and address, trade name or product, and model or catalog number. List fabricators and suppliers, as appropriate.
- c) Give itemized comparison of proposed substitution with specified product, listing variations, and reference to specifications section and article numbers.

- d) Give cost data comparing proposed substitution with specified product, and amount of net change to Contract sum.
- e) List availability of maintenance services and replacement materials.
- f) State effect of substitution on construction schedule, and changes required in other work or products.

Request for substitution constitutes a representation that Contractor has investigated proposed product and has determined that it is equal to or superior in all respects to specified product. The Contractor shall provide the same warranty for the substitution as for the specified product, shall coordinate installation of accepted substitute, making such changes as may be requested for Work to be complete in all respects, certifies that cost data presented is complete and includes all related costs under this Contract and waives claims for additional costs related to substitution which may later become apparent. The Contractor shall submit the number of copies the Contractor needs plus four of request for substitution. For accepted products, submit shop drawings, product data, and samples, and tests conducted in accordance with 2-5.3.

ADD:

4-1.10 Agency-Furnished Materials. Materials which are listed as Agency-furnished materials in the Special Provisions will be available to the Contractor free of charge.

The Contractor shall submit a written request to the Engineer for the delivery of Agency-furnished material at least fifteen (15) Working Days in advance of the date of its intended use. The request shall state the quantity and the type of each material.

The locations at which Agency-furnished materials will be available to the Contractor free of charge will be designated in the Special Provisions. In those cases, the materials shall be hauled to the site of the Work by the Contractor at the Contractor's expense, including any necessary loading and unloading that may be involved. If the locations are not designated in the Special Provisions, the Agency-furnished materials will be furnished to the Contractor free of charge at the site of the Work. In either case, all costs of handling and placing Agency-furnished material shall be considered as included in the price paid for the contract item involving the Agency-furnished material.

The Contractor shall be responsible for Agency-furnished materials furnished to the Contractor and shall pay all demurrage and storage charges. Agency-furnished materials, once furnished, delivered, or picked-up by the Contractor, that are lost or damaged from any cause whatsoever shall be replaced by the Contractor at the Contractor's expense. The Contractor shall be liable to the Agency for the cost of replacing Agency-furnished materials, and those costs may be deducted from any monies due or to become due the Contractor. All Agency-furnished material that is not used on the Work shall remain the property of the Agency, and the Contractor shall arrange with the Agency Representative for delivery back to the Agency at Contractor's expense.

SECTION 5 - UTILITIES

REVISE as follows:

ADD:

5-0 GENERAL. For purposes of this Section 5, the terms referenced below are defined as follows:

An “unidentified” underground main or trunk line utility is one that is not indicated at all on the Plans, and a “misidentified” underground main or trunk line utility is one that is not indicated on the Plans with reasonable accuracy (a “misidentification”). An underground main or trunk line utility is indicated on the Plans with reasonable accuracy unless its actual location is substantially and materially different from that indicated on the Plans.

The term “rearrangement” of utilities means the relocation, alteration, reinstallation, and/or reconstruction of utilities (including removal of existing utilities incidental thereto) as necessary in order to accommodate the Work. Whenever in this Section 5 reference is made to any one or more of these rearrangement activities, such reference shall be deemed to include all other such activities as required in order to accommodate the Work.

5-1 LOCATION. *MODIFY to ADD the following:*

The Engineer has endeavored to determine the existence of utility substructures at the site(s) of the Work by reviewing the records of the owners of known utilities in those vicinities and consulting with those owners and based on that information has indicated on the Plans those utility substructures (except for service connections) that may affect the Work.

The Contractor acknowledges that the utility information provided on the Plans and Special Provisions may not be completely accurate or complete. Except as expressly provided in this Section 5, the Contractor may not rely upon such utility information and the City assumes no responsibility for its accuracy or completeness. Changed conditions within the scope of 3-4 do not include utilities.

The Contractor shall determine the exact location (both horizontal and vertical), type, and size of all existing utilities, including service connections, prior to commencing work which could result in damage to such utilities or could otherwise affect or be affected by such utilities or interfere with the service they provide. Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Plans, the Contractor shall assume that every adjacent property parcel will be served by a service connection for each type of utility shown. The Contractor shall do such investigation, research, surveys, and potholing as the Contractor deems necessary to make such determinations. The Contractor shall immediately notify the Engineer as to any utility discovered by it which is in a different position than indicated on the Plans or is not indicated at all on the Plans.

The Contractor's cost of locating any unidentified or misidentified underground main or trunk line utility will be paid for as an addition to the Work in accordance with Section 3; provided, however, that the Contractor will not be entitled to such additional compensation if the existence and location (with reasonable accuracy) of such utility was (or should have been) known to the Contractor as of the date on which the Bids were due or could otherwise have been inferred at that time from the presence of visible facilities such as

buildings, meters, junction boxes or identifying markers. The cost of locating all other utilities shall be considered as included in prices in the Bid for other items of the Work.

The information regarding underground and internal utilities and appurtenances which the Contractor is required to record in the Record Documents as specified in 7-16 shall include (but not be limited to) the accurate locations of underground utilities determined pursuant to this 5-1 and remaining in place, as well as utilities rearranged by either the Contractor or the utility owners.

At least five (5) Working Days prior to commencing any excavation, the Contractor shall contact the regional notification center (Underground Service Alert of Southern California [USA] at 1-800-422-4133) to obtain an inquiry identification number. The Contractor shall comply in all respects with California Government Code § 4216 *et seq.*

Caltrans is not required by Section 4216 *et seq.* to become a member of the regional notification center. If necessary, the Contractor shall contact Caltrans for the location of its subsurface installations. In addition, the Contractor shall be aware that non-pressurized sewer lines, non-pressurized storm drains, and other non-pressurized drain lines are not required by § 4216 *et seq.* to be marked by the respective owners. The Contractor shall contact those utility owners as necessary to locate their subsurface installations.

The Contractor shall request the City of Irvine Traffic Operations Division at 949-724-7649 at least five (5) Working Days prior to commencing work in their vicinity to locate any existing traffic signal conductors and interconnect within the construction area before performing Work that may affect or be affected by the existing facilities.

Except as expressly provided in this Section 5 with respect to unidentified or misidentified underground main or trunk line utilities, the failure of any utility company to accurately mark its facilities shall not be justification for a time extension or for additional compensation from the City.

The information regarding underground and internal utilities and appurtenances which the Contractor is required to record in the Record Documents as specified in 7-16 shall include (but not be limited to) the accurate locations of underground utilities determined pursuant to this 5-1 and remaining in place, as well as utilities rearranged by either the Contractor or the utility owners.

The Contractor shall obtain photographs of all markings made by its forces as well as all USA markings. All such photographs shall show the subject markings in relation to one or more identifiable landmarks that will remain in place after completion of the Work and completion of any utility removal and/or rearrangement work in the vicinity.

The right is reserved to governmental agencies and to the owner of utilities to enter at any time upon any street, alley, right of way, or easement for the purpose of maintaining and making repairs to their property.

5-1.2 Payment. *DELETE in its entirety and SUBSTITUTE with the following:*

Payment for utility location work including notifying Underground Service Alert (USA), coordinating with agencies that are not a member of Underground Service Alert (USA),

Recording and photographing all utility markings and above ground features, and complying with Section 4216 of the Government Code and Section 5 of these Special Provisions shall be included in the various bid items and no additional compensation will be allowed therefor.

5-2 PROTECTION. *DELETE in its entirety and SUBSTITUTE with the following:*

The Contractor shall not interrupt the service function or disturb the support of any utility without authority from the utility owner or direction from the Engineer. Valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.

Where protection is required to ensure support of utilities potentially impacted by the Work, the Contractor shall, unless otherwise specified on the Plans or in the Special Provisions, furnish and place the necessary protection and support.

Any additional cost incurred by the Contractor for protecting and supporting an unidentified underground main or trunk line utility or resulting from the misidentification of an underground main or trunk line utility will be paid for as an addition to the Work in accordance with Section 3, unless such utility's existence and location (with reasonable accuracy) was (or should have been) known to the Contractor as of the date on which the Bids were due or could otherwise have been inferred at that time from the presence of visible facilities such as buildings, meters, junction boxes or identifying markers. The cost of protecting and supporting all other utilities shall be considered as included in prices in the Bid for other items of the Work.

The Contractor shall immediately notify the Engineer and the utility owner if any utility is disturbed or damaged in the course of the Work. The Contractor shall, if directed by the Engineer, restore, repair, or replace any such disturbed or damaged utility.

For any unidentified or misidentified underground main or trunk line utility that is disturbed or damaged in the course of the Work, the cost of restoration, repair or replacement incurred by the Contractor, if not made necessary by the Contractor's failure to perform its obligations pursuant to the Contract Documents (including without limitation Section 5-1) or to otherwise exercise reasonable care, will be paid for as an addition to the Work in accordance with Section 3. Except where additional compensation is allowed pursuant to this paragraph, all utilities disturbed or damaged in the course of the Work shall be restored, repaired, or replaced at the Contractor's cost and expense, either by the utility owner or by the Contractor.

To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the case of any claims or liabilities (as defined therein) that may be asserted or claimed by any person or entity arising out of any disturbance or damage to utilities caused by the act or omission of the Contractor, whether or not such utilities are accurately marked either on the Plans or by the utility owner in the field, and whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding any such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. All claims and liabilities for which the Contractor is responsible pursuant to this paragraph are sometimes referred to herein as "Utility Damage Claims."

When placing concrete around or contiguous to any non-metallic utility installation, the Contractor shall at its expense:

- a) Furnish and install a 2-inch (50 mm) cushion of expansion joint material or other similar resilient material; or
- b) Provide a sleeve or other opening which will result in a 2-inch (50 mm) minimum-clear annular space between the concrete and the utility; or
- c) Provide other acceptable means to prevent embedment in or bonding to the concrete.

Where concrete is used for backfill or for a structure which would result in embedment, or partial embedment, of a metallic utility installation; or where the coating, bedding or other cathodic protection system is exposed or damaged by the Contractor's operations, the Contractor shall notify the Engineer, shall arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system, and shall implement such procedures at the Contractor's expense.

5-4 RELOCATION. *DELETE in their entirety 2nd and 3rd paragraphs and SUBSTITUTE with the following:*

If utilities are found to interfere with the Work after award of the Contract, such utilities will be rearranged by the respective utility owners, or the Engineer may order the Contractor to perform such rearrangement, as an addition to the Work in accordance with Section 3. Alternatively, the Engineer may order changes in the Work to avoid such interference, in accordance with Section 3. All work by the Contractor on utilities shall be done to the reasonable satisfaction of the utility owner as well as complying with the requirements of the Contract Documents.

When the Plans or Special Provisions provide for the Contractor to rearrange a utility as part of the Work, all costs for such work shall be considered included in the Bid for the items of work necessitating such work. However, if an underground main or trunk line utility to be rearranged by the Contractor is misidentified in the Plans, any additional cost incurred by the Contractor for such work resulting from the misidentification shall be treated as an addition to the Work in accordance with Section 3, unless the utility's location (with reasonable accuracy) was (or should have been) known to the Contractor as of the date on which the Bids were due or could otherwise have been inferred at that time from the presence of visible facilities such as buildings, meters, junction boxes or identifying markers. Except as provided in this paragraph, the Contractor shall not be entitled to any additional compensation on account of inaccuracies in the Plans with respect to rearrangements of utilities that are included in the Work.

Temporary or permanent rearrangement of utilities requested by the Contractor for its convenience shall be its responsibility and the Contractor shall make all arrangements necessary for such work and bear all related costs. The Contractor shall not be entitled to any additional compensation on account of any such utilities or work.

ADD the following at the beginning of the last paragraph:

The provisions of this paragraph are subject to the provisions of the previous paragraph. Where the Plans or Special Provisions provide for the Contractor to rearrange any service connections, such work is considered included in the Bid for the items of work necessitating such work.

5-5 DELAYS. *DELETE in its entirety and SUBSTITUTE with the following:*

The construction schedule developed in accordance with 6-1 shall allow adequate time for the necessary protection, removal, and rearrangement of utilities by either the utility owner or the Contractor, as applicable. For work to be performed by a utility owner, the construction schedule shall allow for the time period required by the utility owner for such work. The Contractor shall notify the Engineer in writing of any subsequent changes in the construction schedule which will affect the time available for protection, removal, or rearrangement of utilities, and shall obtain the Engineer's approval of such changes.

The Contractor will not be entitled to any extensions of the Contract time or compensation for damages incurred due to delays attributable to utilities at the site of the Work except as otherwise provided in 6-6.1 or as provided below. Delays described below will not be considered delays for which the City is responsible within the meaning of 6-6.3.

- a) Subject to 6-6.2 and 6-6.4, the Contractor shall be entitled to an extension of the Contract time to the extent that any delay in the Work is directly attributable to an unidentified underground main or trunk line utility or the misidentification of an underground main or trunk line utility in the Plans, unless the utility's location (with reasonable accuracy) was (or should have been) known to the Contractor as of the date on which the Bids were due or could otherwise have been inferred at that time from the presence of visible facilities such as buildings, meters, junction boxes or identifying markers. If the Contractor is entitled to such a time extension, the Contractor also shall be entitled to compensation for idle time of equipment on account of such delay, determined by the Engineer in the same manner as determinations are made for equipment used in the performance of Extra Work in accordance with Section 3. The Contractor shall not be entitled to any other compensation or damages on account of such delay.
- b) The Contractor may be given an extension of time (but no additional compensation) for unforeseen delays attributable to failure of a utility owner to complete utility rearrangement work within the time period reasonably scheduled for such work in the construction schedule, or to timely complete utility rearrangement work which the Contract Documents indicate will be completed in advance of the Contractor's construction operations.

The Contractor shall not be entitled to any time extension or additional compensation for any delays or losses described in 5-5: (a) to the extent resulting from the Contractor's actions or omissions or which could have been avoided by any reasonable means, such as the judicious handling of forces, equipment, or plant, or (b) arising in connection with utilities being rearranged for the Contractor's convenience. The determination of what damages the Contractor could have avoided will be made by the Engineer.

The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations described in 5-5. Delays described in 5-5 are not considered right of way delays within the scope of 2-8.

ADD:

5-7 CONTRACTOR RESPONSIBILITIES.

The Contractor shall:

- a) Cooperate with utility personnel; provide access to work site.

- b) Coordinate Work of the Contract with affected utilities. All USA markings shall be removed after completion of the work for which the markings were provided, and before Agency's Acceptance and/or approval of the Work.
- c) Asphalt concrete pavement not overlaid or slurry-sealed as part of the project bid items which is damaged by trenching, potholing or where the contractor otherwise damages pavement shall be slurry sealed after the pavement section is repaired. "Perpendicular" street cuts shall be slurry sealed ten (10) feet each side of the cut and for "longitudinal" cuts shall be slurry sealed from pavement lane to pavement lane line for the entire damaged area or as directed by the Agency Representative. Type I slurry shall be used on non-arterial streets and Type II slurry shall be used on arterial streets. Damaged traffic striping, legends and markers shall also be replaced if damaged. "Patchwork" application of slurry shall be avoided by joining closely grouped areas of slurry applications. Compensation for this requirement shall be considered as included in the prices paid for the related items of work and no additional compensation will be allowed therefor.

ADD:

5-8 PERMANENT UTILITIES. On each Purchase Order, Contractor shall contact and make all arrangements with utility owners and coordinate all provisions for installation, connection, or field adjustments of all permanent utilities that are necessary for the Work, such as, but not limited to, natural gas, electricity, water, sewer, and telephone. All costs for such installation, connection, and adjustments, as well as costs for operating permanent utilities prior to acceptance of the Work by the Agency, shall be included in the various bid items and no additional compensation will be allowed therefor.

5-8.1 UTILITY CONTACT & CONSTRUCTION TABLE.

Utility Company	Contact/Phone	Estimated Construction Window / Duration in Working Days ¹	Work Description Includes but Is Not Limited To:
AT&T	Ernest Estacio / 714-618-9128	15	Relocation of above ground utility pedestals and adjusting at-grade boxes and vaults to grade
COX Communications	James McBryde / 949-563-8845	15	Relocation of above ground utility pedestals and adjusting at-grade boxes and vaults to grade
Irvine Ranch Water District	Belisario Rios/ 949-453-5394	30	Adjusting/ relocating water meters, pull boxes, fire hydrants and backflows
SCE	Sup Chomsevi / 949-458-4623	30	Relocation of streetlights and pull boxes and adjusting vaults and handholes to grade.

¹ Note: Working days include multiple mobilizations.

The construction durations listed in the table above are representative totals for utilities impacted by the planned construction activities of a typical Work Order across the City where new sidewalk, curb ramp, and driveways will be installed. Each location will require careful consideration for utility impacts prior to execution of the Work. It is anticipated that each utility purveyor will require several mobilizations to complete their work in conjunction with the Contractor's operations for each executed Work Order under this Contract.

SECTION 6 – PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

REVISE as follows:

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. *DELETE in its entirety and SUBSTITUTE with the following:*

Work Task Orders will be issued at the sole discretion of the City to best meet its needs. The commencement of Work will vary for each work site or grouping of work sites and is deemed to be the date of issuance of the Work Order/Purchase Order for each separate work site or grouping of work sites. When applicable, the time of completion shall not include the ninety (90) days required for the maintenance and plant establishment period specified in Section 801-6, "Maintenance and Plant Establishment," of the Standard Specification.

Unless otherwise approved by the Engineer, the Contractor shall start the Work listed on said Work Order within ten (10) days of the date stipulated by the Notice to Proceed and shall diligently prosecute the Contract to completion within the time limit provided on the purchase order. Failure to begin work on the project within ten (10) days after the date stipulated by the Notice to Proceed may be considered as grounds for termination of the contract due to Contractor breach as described in Section 6-4, Termination for Breach.

The Contractor shall notify the Agency Representative of his intent to begin work at least two (2) working days prior to the start of any scheduled or rescheduled work. The Contractor shall not begin any construction activities prior to this date, unless explicitly authorized by the Engineer. Work on non-construction items such as Traffic Control Plans, CMS signs placement, Utility Relocation/Adjustment Coordination, and Public Notification may begin before the date identified in the Purchase Order, if approved by the Engineer.

For Contract renewal, the City shall notify the Contractor ninety (90) days prior to the expiration date of the Contract, and the Contractor shall submit any price increase or decrease to the City Engineer for review and approval at least sixty (60) days prior to the expiration of the Contract.

6-1.1 Construction Schedule.

The work specified in a Work Order/Purchase Order shall be referred to as "project" hereon. Within five (5) working days after issuance of Work Order/Purchase Order, the Contractor shall submit to the Engineer, for review and approval, the Construction Schedule for the work, in accordance with these Special Provisions. The Contractor shall correct any schedule deficiencies within two (2) working days of the City's Deficiency Notice. All subcontractor work shall be incorporated in the Prime Contractor's schedule. Separate schedules will not be admitted.

Once the project commences, a weekly schedule for the Work shall be submitted on the Monday of the week prior to the week of the scheduled work. All construction schedules shall be broken down in weekly intervals. All construction schedule submittals shall be in a tabulation form denoting clearly and accurately the scope of work at each and every Site associated with the Work, and for each day of the Work week. A map of the area where the work is taking place shall accompany each weekly schedule. It shall depict the daily work shown in the schedule.

The Contractor shall deliver to the Agency Representative a construction progress schedule in a form satisfactory to the Agency Representative, showing the proposed dates of commencement and completion of each item of the Work, and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule.

The Contractor shall develop the Construction Schedule and shall prosecute the construction of the project in accordance with requirements of Section 6-1.3, Order of the Work, Project Zones and Scheduling Restrictions and all other applicable requirements of these Special Provisions, unless otherwise authorized by the Engineer. These requirements and restrictions shall be applicable to the baseline schedule approval and all subsequent schedule revisions as needed throughout the project.

When a change in the schedule occurs for any reason, the Contractor shall submit a revised construction schedule to the Engineer for review and approval within three (3) Working Days. The Contractor shall only be allowed to work in areas identified in the most recent approved schedule.

The schedule format shall be as follows:

- a) Prepare schedules as horizontal bar chart with separate bar for each portion of work or operation in accordance with approved schedule of values, identifying first workday of each week. Allow space for updating.
- b) Sequence of Listings: Chronological order of the start of each item of work.
- c) Sheet Size: Multiple of 8-1/2 x 11 inches.
- d) Provide a two week look-ahead schedules (updated weekly).

The content of the schedules shall:

- a) Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction. Include any special sequencing specified in the Contract Documents.
- b) Show lane closures notifications and lane closure dates.
- c) Provide sub-schedules to define major and significant portions of entire schedule.
- d) Show accumulated percentage of completion of each item, and total percentage of Work completed as of first day of each month.
- e) Provide separate schedule of dates for product procurement and delivery dates, shop drawing submittals, and equipment installation. Show decision dates for selection of finishes, if applicable.
- f) Show delivery dates for Agency-furnished products, if applicable.
- g) Show the critical path.

Revisions to schedules shall:

- a) Indicate progress of each activity to date of submittal, and projected completion date of each activity.
- b) Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.

- c) Provide written report to define any problem areas, anticipated delays, and impact on schedule. Report corrective action taken, or proposed, and its effect.
- d) Revise periodically as directed by the Agency Representative. Failure to comply with directive will be considered as grounds to delay progress payment.
- e) Show the revised critical path.

Required submittals:

- a) Submit initial schedules within ten (10) days after execution of the Contract. If requested, resubmit required revisions within seven (7) days of request.
- b) Submit an update schedule on or before the first day of each month, beginning one month after the initial schedule as outlined in (a) above. If requested, resubmit required revisions within seven (7) days of request.
- c) Submit four (4) copies of schedules to Agency Representative.
- d) Submit under transmittal letter.

Contractor shall:

- a) Distribute copies of current schedules to job site file subcontractors, suppliers, and other concerned parties.
- b) Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

Payment for conforming to these requirements shall be included in the various items of work and no additional compensation will be allowed therefor.

6-1.2 Scheduling Restrictions and Construction Requirements

The following scheduling restrictions and construction requirements shall apply to the Baseline Schedule, all revised schedules and for construction of the project throughout the duration of the contract, unless otherwise explicitly authorized by the Engineer.

- a) Working Hours shall be per Section 601-6.6, Working Hours and Lane Requirements. Note that the City may designate certain streets as available for weekend work.
- b) Contractor shall coordinate construction schedule with nearby schools for work within 500 feet of a school. The Contractor shall conduct operations as to offer the least possible obstruction and inconvenience to school operations. This may include scheduling work when school is not in session or scheduling work to avoid morning student drop off time or afternoon student pickup time.
- c) Contractor shall complete all concrete work prior to AC paving repairs.
- d) The Contractor shall not schedule any work on residential or local streets on the same day as refuse collection, without prior approval by the Engineer. It shall be the sole responsibility of the Contractor to research what days refuse collection occurs. The Contractor shall be responsible for coordinating with the refuse collection contractor and shall schedule accordingly.
- e) The construction schedule shall allow residents and businesses along the affected

streets ample "on street" parking within 500 feet distance from their homes or business. For this purpose, adjacent streets shall not be scheduled for the same day, without explicit approval from the City.

Payment for conforming to these requirements shall be included in the various items of work and no additional compensation will be allowed therefor.

Add the following subsection:

6-1.3 Preconstruction Conference. Prior to the commencement of Work and after execution of a Purchase Order, the City will contact the Contractor to participate and make arrangements for a preconstruction conference with all impacted and/or interested parties.

6-2 PROSECUTION OF THE WORK.

ADD:

6-2.1 Time of Completion and Forfeiture Due to Delay.

The Contractor shall complete the work specified in each Work Order within the number of working days agreed upon by the Work Order. Liquidated damages shall be issued per calendar day, for each and every calendar day's delay in finishing the work in excess of the number of working days agreed upon in the Work Order.

In accordance with Government Code § 53069.85, Contractor agrees to forfeit and pay to the Agency the amount per day set forth in the Contract for each and every day of delay which shall be deducted from any payments due or to become due the Contractor.

The Agency has endeavored to identify all areas of the site which may contain hazardous waste, as defined by Health and Safety Code § 25117, and unless otherwise noted said hazardous waste in these areas has been mitigated. However, the parties expressly acknowledge the possibility of the existence of further hazardous waste not previously identified. If, during the course of his work, the Contractor encounters any such hazardous waste, he shall promptly notify the Agency through its designated representative. If the material is indeed "hazardous waste" pursuant to Health and Safety Code § 25117, the Agency has the option to have the mitigation work performed by the Contractor or by a separate contract from the work being performed. If the Contractor performs said mitigation work, the cost will be paid for as an addition to the work in accordance with Section 3. To the maximum extent permitted by law, the Agency shall not be liable for any damages beyond an appropriate time extension for delays occasioned by the existence of hazardous waste conditions contemplated herein.

No forfeiture due to delay shall be made because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (including but not restricted to acts of nature or of the public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather). Any such delays, except for acts of the Agency, shall not entitle the Contractor to any additional compensation. The sole remedy of the Contractor shall be an extension of time obtained in accordance with this section.

The Contractor shall, within ten (10) Calendar Days from the beginning of any such delay, notify the Agency Representative in writing of the cause of delay, whereupon the Agency Representative will ascertain the facts and extent of the delay and extend the time for completing the Work if, in his judgment, the findings of the fact justify such an extension, and the Agency Representative's findings of facts thereon shall be final and conclusive.

ADD:

6-2.2 Order of Work Requirements. When required by these Special Provisions or the Plans, the Contractor shall follow the sequence of operations and restrictions as set forth therein.

The Work shall be performed in conformance with the staging of construction shown on the Plans and generally, as indicated below. Subject to approval by the Engineer, non-conflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction. The Engineer's approval of any Contractor-requested modifications to the order of work or staging of the work shall not be grounds for a Change Order request or time extension request by the Contractor. If the Contractor deviates from the specified order of work or the staging plans, it does so at its own risk and shall assume all time impacts and cost associated with such deviations.

The order of work described below is not intended to include all work items necessary to complete a particular construction stage and serves to only summarize the order of major work items.

- a) The Contractor shall order trees of the species and size as per the plans and specifications, and any other long lead time materials.
- b) The Contractor shall notify USA and verify limits of work.
- c) The Contractor shall contact all utilities affected by the project (Southern California Edison, Cox, AT&T, IRWD, etc.) and make note of their schedule impacts.
- d) The Contractor shall send a project informational letter to all impacted businesses of the upcoming project work.
- e) The Contractor shall submit the WPCP for approval and install water pollution prevention devices as required per section 7-8.6 "Water Pollution Control" of these Special Provisions.
- f) The Contractor shall develop a work plan and construction schedule. The work plan shall include staging and sequencing of driveway construction to maintain business access during business hours. Submit work plan and schedule to the Engineer for review and approval.
- g) The Contractor shall schedule and initiate utility coordination/relocations with each utility impacted by the Project Work.
- h) Install erosion control measures.

- i) Test existing sprinkler systems which may be damaged by the Contractor's operations. If any systems are found non-operational, notify the system owner. Document all tests.
- j) Prune or remove trees and backfill root ball excavations.
- k) Driveway Construction (at each area).
 - a. Provide notification to the affected business owners of the anticipated construction and schedule of work at the frontage of the affected businesses.
 - b. Install construction signs on the public street in the area of the driveway construction.
 - c. Install signage for changes to access routing within each property and at street entrance.
 - d. If necessary, have utility adjustments/relocations made and completed.
 - e. Demolish and reconstruct driveways (stage as needed).
 - f. Complete driveway connections (AC and/or PCC pavement, curbs) to existing parking lot driveway and street.
 - g. Clean up construction debris, construction signs, and open driveways to traffic.
 - h. Repeat at remaining driveway areas until driveways are completed.
- l) Sidewalk Construction (at each area)
 - a. Provide notification to the affected business owners of the anticipated construction and schedule of work at the frontage of the affected businesses.
 - b. Install construction area signage and parking signs on the public street in the area of the sidewalk construction.
 - c. If necessary, have utility adjustments/relocations made and completed.
 - d. Grade for sidewalk subgrade and slope transitions.
 - e. Construct retaining walls and retaining curbs where needed. Construct sidewalk.
 - f. Clean up construction debris, construction signs, re-grade slopes behind sidewalks, and open sidewalks to pedestrian traffic.
 - g. Repeat at remaining sidewalk areas until sidewalks are completed.
- m) Final grade slopes, install irrigation relocations, and place trees and plantings per plan.
- n) Remove erosion control measures
- o) Clean site and demobilize contractor equipment.
- p) Purchase Order Closeout.

6-3 SUSPENSION OF THE WORK.

6-3.1 General. *DELETE in its entirety and SUBSTITUTE with the following:*

The Engineer shall have the authority to suspend the Work wholly or in part, for any time period as the Engineer deems necessary in the interest of Agency, for Agency's convenience, or due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract. The Contractor shall immediately comply with the written order of the Engineer to suspend the Work wholly or in part. The suspended work shall be resumed as ordered or approved in writing by the Engineer.

Resumption of work shall be predicated on receipt of the following from the Contractor:

- a) A revised schedule showing each task yet to be accomplished and the time line to accomplish each – until final completion.
- b) The work force projections attached to each task listed per workweek.
- c) The cost expenditures attached to each task summarized per each workweek.
- d) Lien releases from each subcontractor, supplier, and vendor to which the Contractor has requested materials, equipment or any other service recognizing the payments received.
- e) An Income and Expense Statement projecting how the Contractor will finance the remainder of the project.

Such suspension shall be without liability to the Contractor on the part of the Agency except as otherwise specified in 6-6.3. For purposes of 6-6.3, delays resulting from suspensions ordered by the Engineer due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract, shall not be delays for which the Agency is responsible.

In the event that a suspension of Work is ordered as provided above, the Contractor, at the Contractor's expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public traffic during the period of that suspension as provided in 7-10, and as specified in these Special Provisions. In the event that the Contractor fails to perform the work above specified, the Agency will perform that work and, if the suspension is due to Contractor's failure to carry out orders given or to perform any provision of the Contract, the cost thereof will be deducted from monies due or to become due the Contractor.

If a suspension of work is ordered by the Engineer, in accordance with this subsection, the days on which the suspension order is in effect shall be considered working days if those days are working days within the meaning of the definition set forth in 6-7.2.

The suspension of Work shall not relieve the Contractor of the responsibilities as set forth in the Contract Documents.

6-4 TERMINATION OF THE CONTRACT FOR DEFAULT. *ADD the following:*

In the event this Contract is terminated for grounds which are later determined not to justify a termination for breach, such termination shall be deemed to constitute a Termination of the Contract for Convenience pursuant to 6-5.

6-5 TERMINATION OF THE CONTRACT FOR CONVENIENCE. *DELETE in its entirety and SUBSTITUTE with the following:*

The Agency reserves the right to terminate the Contract at any time upon a determination by the Engineer that termination of the Contract is in the best interest of the Agency.

If the Agency elects to terminate the Contract, the termination of the Contract and the total compensation payable to the Contractor shall be governed by the following:

- a) The Engineer will issue the Contractor a signed written notice, specifying that the Contract is to be terminated. Upon termination of the Contract, the Contractor will be relieved of further responsibility for damage to the Work (excluding materials) as specified in 4-1.2 of the Standard Specifications, 7-16 of these Special Provisions and, except as otherwise directed in writing by the Engineer, the Contractor shall:
 - 1) Stop all work under the Contract except that specifically directed to be completed prior to Acceptance.
 - 2) Perform work the Engineer deems necessary to secure the project for termination.
 - 3) Remove equipment and plant from the site of the Work.
 - 4) Take action that is necessary to protect materials from damage.
 - 5) Notify all subcontractors and suppliers that the Contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.
 - 6) Provide the Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the Engineer may request.
 - 7) Dispose of materials not yet used in the Work as directed by the Engineer. It shall be the Contractor's responsibility to provide the Agency with good title to all materials purchased by the Agency hereunder, including materials for which partial payment has been made as provided in 9-3.2 and with bills of sale or other documents of title for those materials.
 - 8) Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to the Agency all the right, title, and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
 - 9) Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the Contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Contract.
 - 10) Take other actions directed by the Engineer.
- b) Acceptance of the contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials. The Contractor shall continue to be responsible for damage to materials after issuance of the Notice of Termination, except as follows:

- 1) The Contractor's responsibility for damage to materials for which partial payment has been made as provided in 9-3.2 and for materials furnished by the Agency for use in the Work and unused shall terminate when the Engineer certifies that those materials have been stored in the manner and at the locations the Engineer has directed.
- 2) The Contractor's responsibility for damage to materials purchased by the Agency subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of those materials has been taken by the Agency.

When the Engineer determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, the Engineer will formally accept the Contract, and immediately upon and after the acceptance by the Engineer, the Contractor will not be required to perform any further work thereon.

- c) Termination of the Contract shall not relieve the surety of its obligation for any just claims arising out of the work performed.
- d) Where Agency terminates the Contract for Agency's convenience and not due to the fault of Contractor, the total compensation to be paid to the Contractor shall be determined by the Engineer based on the following:
 - 1) The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization, and work done to secure the project for termination. In determining the reasonable cost, deductions will be made for the cost of materials to be retained by the Contractor, amounts realized by the sale of materials, and for other appropriate credits against the cost of the work. When, in the opinion of the Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing that work in compliance with the requirements of the Plans and Specifications and the excessive actual cost shall be disallowed.
 - 2) A reasonable allowance for profit on the cost of the work performed as determined under part (1) above, provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that the Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed 4 percent of the cost.
 - 3) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Agency or otherwise disposed of as directed by the Engineer.
 - 4) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's subcontractors, necessary to determine compensation in conformance with the provisions in this Section 6-5, shall be open to inspection or audit by representatives of the Agency at all times

after issuance of the notice that the Contract is to be terminated and for a period of 3 years, thereafter, and those records shall be retained for that period.

After acceptance of the Work by the Agency, the Engineer may make payments on the basis of interim estimates pending issuance of the final estimate in conformance with the provisions in 9-3.2 and 9-4, when, in the Engineer's opinion, the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the final estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

THE PROVISIONS IN THIS SECTION 6-5 SHALL BE PHYSICALLY INCLUDED IN ALL SUBCONTRACTS.

6-6.2 Extension of Time. *DELETE in its entirety and SUBSTITUTE with the following:*

The Agency may extend the time fixed for completion of the Work under the Contract from time to time. All applications for extensions of time shall be in writing and shall be filed with the Agency before the expiration of the original time fixed in the Contract or as previously extended.

An extension of time may be granted by the Agency after the expiration of the time originally fixed in the Contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration. Any extension of time shall not release the sureties upon any bond required under the Contract nor effect forfeitures due to delay.

No extension of time will be granted for delays that are not on the critical path.

6-8.1 Completion. *DELETE in its entirety and SUBSTITUTE with the following:*

When the Contractor considers the Work, or a designated portion of Work, if specified in the Contract Documents, is complete, the Contractor shall submit a written request to the Engineer for inspection. By submittal of such request, Contractor certifies that:

- a) Contract Documents have been reviewed by the Contractor.
- b) Work has been completed in accordance with Contract Documents and is ready for inspection.
- c) Equipment and systems have been tested, adjusted/balanced and are fully operational.

The Contractor shall submit the request a minimum of five (5) Working Days in advance of requested inspection date. Contractor shall be responsible for allowing sufficient time during the Contract period to complete inspections and make any corrections. Each day beyond the time prescribed to complete the Contract will be subject to assessment of liquidated damages in accordance with 6-9.

Should Agency Representative's inspection find Work incomplete, Agency Representative will notify the Contractor in writing, listing observed deficiencies. The Contractor shall remedy listed deficiencies immediately and send a request for final inspection. Failure of the Contractor to remedy deficiencies may, at the Agency's option, result in reinspection(s)

of the work to identify additional deficiencies, if any. Agency's costs associated with reinspection(s) are subject to provisions of 6-8.2.

When the Agency confirms Work is complete and, closeout submittals, as referred to in 6-8.3 have been provided, Agency Representative will notify Contractor of date of completion on the Weekly Statement of Working Days.

ADD:

6-8.4 Reinspections. Should status of completion of Work require reinspection(s) by Agency due to failure of the Contractor to make corrections on initial inspection, Agency may deduct the amount of compensation for reinspection services from final payment to Contractor. Observed deficiencies in excess of ten (10) will be reason for reinspection.

Inspections initiated at the request of the Agency will not be subject to provisions of this Subsection.

ADD:

6-8.5 Closeout Submittals.

Contractor shall submit:

- a) Project Record Documents clearly marked with all changes to Plans within thirty (30) Calendar Days of Final Acceptance
- b) Operation and Maintenance Data
- c) Warranties and Bonds
- d) Spare Parts and Maintenance Materials, as specified
- e) Evidence of Payment and Release of Stop Payment Notices
- f) Other data and materials as may be required in the Contract Documents

6-9 LIQUIDATED DAMAGES. *DELETE in its entirety and SUBSTITUTE with the following:*

Liquidated damages shall be calculated daily per the amount specified in Table 12-1 in Caltran's 2023 Local Assistance Procedure Manual (LAPM) corresponding to the total amount of the Work Order for each and every Calendar Days delay in finishing the Work in excess of the number of Working Days specified in the Work Order, not including the time period agreed upon for Plant Establishment.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

REVISE as follows:

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

7-1.1 General. *MODIFY to ADD the following:*

The Contractor shall render its machinery and equipment inoperable at all times except during actual construction. The Contractor shall be responsible for construction means, controls, techniques, sequences, procedures, and construction safety.

ADD:

7-1.1.1 Equipment. Contractor shall stencil or stamp at a clearly visible location on each piece of equipment, except hand tools, an identifying number and:

- a) On compacting equipment, its make, model number, and empty gross weight that is either the manufacturer's rated weight or the scale weight.
- b) On meters and on the load-receiving element and indicators of each scale, the make, model, serial number, and manufacturer's rated capacity.

The Contractor shall submit a list describing each piece of equipment and its identifying number before commencement of the Work.

Upon request, the Contractor shall submit manufacturer's information that designates portable vehicle scale capacities.

The Contractor's measuring devices shall be tested and approved under California Test 109 in the Agency's presence or by any of the following:

- a) County Sealer of Weights and Measures
- b) Certified Scale Service Agency
- c) Division of Measurement Standards Official

7-1.2 Temporary Utility Services. *DELETE in its entirety and SUBSTITUTE with the following:*

The Contractor shall, at its own expense, make all arrangements to furnish, install and maintain temporary water, electricity, telephone, and sanitary facilities for construction needs throughout construction period. Materials may be new or used, but must be adequate for the purposes intended, and must not violate requirements of applicable codes, specifications or standards.

The Contractor shall maintain systems to provide continuous services, modify, and extend services, as work progress requires. The Contractor shall completely remove temporary materials and equipment when construction needs can be met by use of permanent utility facilities.

The Contractor shall clean and repair damage caused by installation or use of temporary facilities, restore existing facilities used for temporary services to original or better condition, and restore permanent facilities used for temporary services to original condition.

For water, the Contractor shall:

- a) Provide adequate supply of water suitable for construction usage and needs.

Water Source: Irvine Ranch Water District (IRWD)

- a) Obtain meter, inspections, and approvals prior to use of existing system.
- b) Comply with IRWD requirements.

Conservation:

- a) Minimize water use whenever possible.
- b) Maintain watering equipment in good working order.
- c) Repair leaks promptly.

When necessary to maintain pressure, provide temporary pumps, tanks, and compressors.

For electricity, the Contractor shall:

- a) Provide portable power plants and/or connection to existing system for construction needs.
- b) Source of existing power: Southern California Edison Company (SCE). Prior to connecting to existing system:
 - 1) Obtain permit from City of Irvine, Community Development Department for installation of temporary power pole and/or system.
 - 2) Arrange for required inspections and coordinate temporary meter installation with City and SCE.

For sanitary facilities, the Contractor shall:

- a) Furnish and maintain portable toilet units in a clean, operable, and sanitary condition for use by construction personnel.
- b) Place units in conformance with applicable laws, codes, and regulations.

Pay all fees and charges for applications, non-City permits and inspections, installations, temporary meters, utility usage, service charges, maintenance, removals, and restoration.

Contractor shall use standard products of service companies. At Contractor's option with prior approval by the Agency, patented specialty devices may be used, when in compliance with applicable codes and service company requirements.

7-2.3 Payroll Records. *MODIFY to ADD the following:*

The Contractor and all its subcontractors shall submit to the City and the Labor Commissioner (Division of Labor Standards Enforcement) certified payroll records every Friday until Notice of Completion is filed and recorded.

The City of Irvine will be using the eComply Solutions software for managing certified payrolls on this project. Accordingly, Contractor shall register in, attend training for, and use the eComply Solutions software for submitting certified payrolls and related tasks as deemed appropriate by the City of Irvine. When the project commences, you will be contacted by an eComply Solutions representative regarding this process. Further

information will be provided via a separate communication at that time.

7-3 INSURANCE. *MODIFY to ADD the following:*

7-3.1 General. Without limiting Contractor's indemnification obligations, the Contractor shall not commence work until he procures and maintains, at his sole cost and for the duration of this Contract, insurance coverage as provided herein, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the Work in compliance with 2-3 of the Standard Specifications and Special Provisions, the Contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to 7-3.

The Insurance obligations under this agreement shall be (1) all the Insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Insurance policies shall be deemed not in compliance if they include any limiting provision or endorsement that has not been submitted for approval in accordance with 7-3.

The Contractor's insurance shall be "occurrence" rather than "claims made" insurance, except for Professional Liability insurance, which may be for claims made and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by Agency prior to the execution of this Contract by Agency. Prior to commencing work, the Contractor will provide the Agency, in accordance with 7-3, written confirmation of the deductible for each insurance coverage required by this contract.

Self-insurance will be subject to the Agency's review and prior approval. If the Contractor uses any form of self-insurance, it shall submit:

- a) A notice of election to self-insure.
- b) The coverages for which self-insurance applies.
- c) The amount of self-insurance.
- d) Declaration under penalty of perjury by a certified public accountant certifying the accountant has applied Generally Accepted Accounting Principles (GAAP) guidelines and the Contractor has sufficient funds or other resources to cover the self-insurance amounts.
- e) Copy of its commercial general liability policy and its excess policy, including the declarations page, all amendments, riders, endorsements, and other

modifications in effect at the time of contract execution, for those amounts not covered by self-insurance.

Self-insurance programs and self-insured retentions are subject to separate annual review and approval by the Agency as evidence of the Contractor's financial capacity to respond to potential claims. Additionally, self-insurance programs or retentions must provide the Agency with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

All policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to Agency by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

In lieu of this endorsement, the Contractor shall either:

- a) Submit a letter, signed by the insurance agent or broker, certifying that he/she shall notify the City should the coverage be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to Agency by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided; or
- b) Submit evidence that the insurance premium has been paid in full for the life of the policy.

Indemnification. Contractor shall immediately report all claims to its insurance carrier and acknowledge receipt within thirty (30) days.

No officer, employee, or agent of the City, City Representative, the Engineer, or their consultants shall be personally responsible for any liability arising under or by virtue of the Agreement.

To the maximum extent permitted by law, Contractor shall hold harmless, indemnify, and defend the City, **IRWD, STATE OF CALIFORNIA (CALTRANS)**, their Representatives, and each of their officers, employees, and agents from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of City, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the active negligence or willful misconduct of City or City Personnel. In connection therewith:

- a) Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.
- b) Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

- c) In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligent performance or a failure to perform the work or activities of Contractor, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees. So much of the money due to the Contractor under and by virtue of the Agreement as shall be considered necessary by the City may be retained by the City until disposition has been made of such actions or claims for damages as aforesaid.

These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. Entity approval of the Insurance contracts required by this Agreement does not in any way relieve the Contractor from liability under this section.

7-3.2 General Liability Insurance. *DELETE the 2nd paragraph and SUBSTITUTE with the following:*

General Liability (including premises, operations and mobile equipment, products, and completed operations, broad form property damage including completed operations, explosion, collapse and underground hazards, contractual liability, personal injury, independent contractors' liability): with a minimum limit of Two Million Dollars (\$2,000,000) for each occurrence (combined single limit for bodily injury and property damage) and Four Million Dollars (\$4,000,000) general aggregate. The general aggregate limit shall apply separately to the Contractor's work under this Contract.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

Products-Completed Operations: Contractor shall procure and submit evidence of insurance in accordance with 7-3 of the Standard Specifications and these Special Provisions for a period of at least three (3) years from the time that all Work under this Contract is completed.

7-3.3 Workers' Compensation Insurance. *MODIFY to ADD the following:*

Workers' Compensation and Employer's Liability: Workers' Compensation Insurance in an amount required by the laws of the State of California (Statutory Limits). Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

Such insurance shall be endorsed to waive the insurer's right of subrogation against the City of Irvine and their elected officials, officers, employees, volunteers, boards, and representatives.

In the event Contractor has no employees requiring Contractor to provide Workers' Compensation Insurance, Contractor shall so certify to Agency in writing prior to Agency's execution of this Contract. Agency and Agency Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to Workers' Compensation.

If Contractor is providing on-site staffing services, then the Workers' Compensation insurance shall include an Alternative Employers Endorsement.

7-3.4 Automobile Liability Insurance. *DELETE in its entirety and SUBSTITUTE with the following:*

Automobile liability insurance with a limit of liability not less than Two Million dollars (\$2,000,000) each occurrence. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7-3.5 Contractor's Pollution Liability. Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury, property damage, defense costs, cleanup costs, coverage for offsite disposal facilities with minimum limits of Two Million Dollars (\$2,000,000) each loss and Four Million Dollars (\$4,000,000) in the aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

Prior to commencing work, the Contractor shall provide the City the names and locations of disposal facilities for approval by the City.

The insurance coverage required for General Liability, Automobile Liability and Contractor's Pollution Liability shall be endorsed to provide the following:

The Contractor shall name as additional insured the City of Irvine, **IRWD, STATE OF CALIFORNIA (CALTRANS)**, their elected officials, officers, employees, volunteers, boards, and representatives with regard to liability and defense of suits or claims arising out of the performance of the Contract.

Additional Insured Endorsements shall not:

- a) Be limited to "Ongoing Operations"
- b) Exclude "Contractual Liability"
- c) Restrict coverage to the "Sole" liability of contractor
- d) Contain any other exclusion contrary to the Contract

This insurance shall be primary and any other insurance, deductible, or self-insurance available to the insured shall be in excess of and shall not contribute with this insurance.

7-3.7 Professional Liability Insurance. At its own expense, the successful Contractor will be required to obtain, pay for, and maintain, for the duration of the Agreement and for a minimum of five (5) years thereafter, a Professional Liability Insurance Policy (that includes errors and omissions, and professional malpractice) with a minimum limit of Two Million

Dollars (\$2,000,000) per claim. The policy shall provide coverage for any loss arising out of or caused by the Contractors performance of the Agreement.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

7-3.8 Evidence of Insurance. Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

The City's insurance certificate tracking services provider, EXIGIS, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

Certificate Holder:

City of Irvine
c/o EXIGIS Risk Management Services
P.O. Box 4668 - ECM #35050
New York, NY 10163-4668

7-5 PERMITS. *DELETE in its entirety and SUBSTITUTE with the following:*

7-5 PERMITS AND LICENSES. Except as otherwise specified in the Special Provisions, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary, and incidental to the due and lawful prosecution of the Work. These permits and licenses shall be obtained in sufficient time to prevent delays to the Work. The Contractor shall maintain a copy of all permits on the site. The Contractor shall furnish the Agency with copies of permits and licenses within one (1) Working Day of obtaining them. The Contractor shall comply with all rules and regulations included in permits. Should the Contractor fail to conform to said rules and regulations, the Agency reserves the right to perform the work necessary to conform to the rules and regulations and the cost of such work will be deducted from any monies due or to become due to the Contractor.

The Contractor and all subcontractors shall obtain within five (5) Calendar Days of executing the Contract, a current City of Irvine Business License and maintain such license(s) throughout the term of the Contract.

In the event that the Agency has obtained permits, licenses or other authorizations applicable to the Work, the Contractor shall obtain a rider, pay all fees and comply with the provisions of said permits, licenses, and other authorizations.

7-6 THE CONTRACTOR'S REPRESENTATIVE. *DELETE the 3rd sentence in the 1st paragraph and SUBSTITUTE with the following:*

Said authorized representative shall be present at the site of the Work at all times while Work is actually in progress on the Contract. When Work is not in progress and during periods when Work is suspended, arrangements acceptable to the Agency Representative shall be made for any emergency work, which may be required.

ADD the following after the last sentence of the 1st paragraph:

Whenever the Contractor or his authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Agency Representative, which shall be received and obeyed by the superintendent or supervisor who may have charge of the particular work in reference to which the orders are given.

The Agency reserves the right to approve the Contractor's Superintendent. Once approved, the Superintendent shall remain on the project for the duration of the project so long as he is in the employment of the Contractor.

7-7 COOPERATION AND COLLATERAL WORK. *DELETE in its entirety 4th paragraph and SUBSTITUTE with the following:*

Nothing in the Contract shall be interpreted as granting to the Contractor exclusive occupancy of the site of the project. The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by the Agency in the construction of the project, to the end that the Contractor may perform this Contract in the light of such other constraints, if any.

The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on or adjacent to the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous performance of some other contract or contracts, the Engineer will decide which contractor shall cease work temporarily and which contractor shall continue or whether the work under the contracts can be coordinated so that the Contractors may proceed simultaneously. On all questions concerning conflicting interest of Contractors performing related work, the decision of the Engineer shall be binding upon Contractors concerned. The Agency, the Engineer, the Agency Representative, and each of their officers, employees, and agents shall not be responsible for any damages suffered or extra costs incurred by the Contractor resulting directly or indirectly from the award of performance or attempted performance of any other contract or contracts on the project or caused by a decision or omission of the Engineer respecting the order of precedence in the performance of the contracts.

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the Work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Agency, the Engineer, the Agency Representative, or their consultants

on account of any damage alleged to have been so sustained, the Agency will notify the Contractor. To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the case of the assertion of any such claims or liabilities against the Agency, the Engineer, the Agency Representative and each of their officers, employees, and agents against any such claim.

ADD:

7-7.1 Coordination. It is anticipated that work by other contractors, utility companies and City of Irvine forces will be underway adjacent to or within the limits of this project during progress of the Work on this contract.

The Contractor shall coordinate his operations with the operations of other contractors during stage construction, traffic shifts, opening of new lanes, closing of lanes, roads or ramps, detours, traffic signal facilities, shared irrigation facilities for landscaped areas and during any other operation that may affect or have influence on adjacent projects including, but not limited to, those identified in this subsection.

7-8 WORK SITE MAINTENANCE. *MODIFY to ADD the Following:*

Section 7-8 includes specifications for performing work site maintenance, including spill prevention and control, material management, waste management, water pollution control, and nonstormwater management.

Projects are required to comply with the City of Irvine Resolution No. 07-18, which establishes requirements for recycling and diversion of construction and demolition waste.

The Contractor shall implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and nonstormwater at the job site before they come in contact with storm drain systems and receiving waters.

Linear sediment barriers must comply with 7-8.6.2 of the Standard Specifications and the Contract Special Provisions.

ADD:

7-8.1.1 Construction Cleaning. The Contractor shall:

- a) Initiate and maintain a daily program to prevent accumulation of debris on-site and along access roads and haul routes. Maintain areas under Contractor's control free of waste materials, debris, weeds 6" high, and rubbish. Maintain site in a clean and orderly condition.
- b) Provide suitable covered containers for deposit of debris and rubbish. Dispose of accumulation of extraneous materials, prohibit overloading of trucks to prevent spillages on access and haul routes and provide daily inspection of haul routes to enforce requirements.
- c) The Contractor shall supply self-loading motorized street sweepers equipped with a functional water spray system as part of his daily program.
- d) Schedule at a minimum, weekly collection and disposal of debris. Provide additional collections and disposals of debris whenever the weekly schedule is inadequate to prevent accumulation.

The Contractor shall remove debris from closed or remote spaces prior to closing the space, control cleaning operations to minimize dust and other particulates and immediately remove clay and earth which adhere to the paved surface of the roadway. Remove by hand scraping, washing, sweeping, and/or other method(s) which will leave a clean non-skid surface without impairing, injuring or loosening the surface.

The Contractor shall remove waste materials, debris, vegetation, other rubbish, and non-recyclable materials as required by the Contract Documents, and dispose of off-site in an approved disposal site or recycling center.

Unless otherwise specified in the Special Provisions, all concrete, asphalt, aggregate or sand base material, cement block, trees, shrubs, bushes, and all other recyclable material generated during cleaning, demolition, clearing, and grubbing or other phases of the work is to be disposed of at appropriate recycling centers. The Contractor shall be responsible for removing reinforcing steel, wood, or other deleterious materials as required by the recycling center for acceptance of recycled materials. The Contractor shall supply proof of disposal at a recycling center. The proof of disposal shall include verification of tonnage by certified weigh masters tickets. If weigh masters tickets are not feasible, the Contractor and Agency Representative shall estimate the tonnage prior to disposal at the recycling centers.

Known recycling centers:

Ewles Materials
16081 Construction Circle West
Irvine

The Contractor is required to control dust throughout the life of the Contract. The control may be required by job conditions or Agency Representative. In any case, the Contractor shall use water or other means to control the dust. No chemical agents may be used without written authorization from the Agency. The Contractor shall be solely responsible for safety problems, accidents or any other complications or claims arising from inadequate dust control.

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the Work, or by public traffic, either inside or outside the right of way. Full compensation for such dust control will be considered as included in the price paid for the various items of work involved.

No separate payment will be made for any work performed or material used in cleaning the project. Full compensation for such cleaning shall be considered as included in the price paid for the various items of work involved and no additional compensation will be allowed therefor.

ADD:

7-8.1.2 Final Cleaning. The Contractor shall execute cleaning prior to inspection for completion of the Work. The Contractor shall use materials which will not create hazards to health or property, and which will not damage surfaces, remove debris from and otherwise clean exposed-to-view surfaces, remove temporary protection and labels not required to remain, clean finishes free of foreign substances, remove waste, debris, and surplus materials from site. Clean grounds; remove stains, spills, and foreign

substances from paved areas and sweep clean, clean other exterior surfaces, and where applicable:

- a) Clean transparent and glossy materials to a polished condition; remove foreign substances. Polish reflective surfaces to a clear shine.
- b) Vacuum clean carpeted and similar soft surfaces.
- c) Clean resilient and hard surface floors.
- d) Clean surfaces of equipment; remove excess lubrication.
- e) Clean plumbing fixtures to a sanitary condition.
- f) Clean permanent filters of ventilating equipment and replace disposable filters when units have been operated during construction; in addition, clean ducts, blowers, and coils when units have been operated without filters during construction.
- g) Clean light fixtures and lamps.
- h) Remove waste, foreign matter, and debris from roofs, gutters, areaways, and drainage systems.

ADD:

7-8.4.3 Material Management.

7-8.4.3.1 General. The Contractor shall minimize or eliminate discharge of material into the air, storm drain systems, and receiving waters while taking delivery of, using, or storing the following materials:

- a) Hazardous chemicals, including acids, lime, glues, adhesives, paints, solvents, and curing compounds
- b) Soil stabilizers and binders
- c) Fertilizers
- d) Detergents
- e) Plaster
- f) Petroleum materials, including fuel, oil, and grease
- g) Asphalt and concrete components
- h) Pesticides and herbicides

The Contractor's employees trained in emergency spill cleanup procedures must be present during the unloading of hazardous materials or chemicals.

The Contractor shall use less hazardous materials if practicable.

The following activities must be performed at least 100 feet from concentrated flows of stormwater, drainage courses, and inlets if within the floodplain and at least 50 feet if outside the floodplain, unless otherwise authorized:

- a) Stockpiling materials
- b) Storing pile-driving equipment and liquid waste containers
- c) Washing vehicles and equipment in outside areas

d) Fueling and maintaining vehicles and equipment

7-8.4.3.2 Material Storage. If materials are stored by the Contractor, he shall:

- a) Store liquids, petroleum materials, and substances listed in 40 CFR 110, 117, and 302 and place them in secondary containment facilities as specified by USDOT for storage of hazardous materials.
- b) Ensure that secondary containment facilities are impervious to the materials stored there for a minimum contact time of 72 hours.
- c) Cover secondary containment facilities during nonworking days and whenever precipitation is forecasted. Secondary containment facilities must be adequately ventilated.
- d) Keep secondary containment facilities free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, collect accumulated liquid and place it into drums within 24 hours. Handle the liquid as hazardous waste in accordance with subsection 7-8 of the Standard Specifications and these Special Provisions.
- e) Not store incompatible materials, such as chlorine and ammonia, in the same secondary containment facility.
- f) Store materials in their original containers with the original material labels maintained in legible condition. Immediately replace damaged or illegible labels.
- g) Ensure that secondary containment facilities have the capacity to contain precipitation from a 24-hour-long, 25-year storm, plus 10 percent of the aggregate volume of all containers or the entire volume of the largest container within the facility, whichever is greater.
- h) Store bagged or boxed material on pallets. Protect bagged or boxed material from wind and rain during nonworking days and whenever precipitation is forecasted.
- i) Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well-organized, and equipped with cleanup supplies appropriate for the materials being stored.
- j) Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after precipitation, and at least weekly during other times.

7-8.4.3.3 Stockpile Management. The Contractor shall minimize stockpiling of materials at the job site.

The Contractor shall implement water pollution control practices within 72 hours of stockpiling material or before a forecasted storm event, whichever occurs first. If stockpiles are being used, do not allow soil, sediment, or other debris to enter storm drains, open drainages, and watercourses.

Active and inactive soil stockpiles must be:

- a) Covered with soil stabilization material or a temporary cover
- b) Surrounded with a linear sediment barrier

Stockpiles of asphalt concrete and PCC rubble, HMA, aggregate base, or aggregate sub base must be:

- a) Covered with a temporary cover
- b) Surrounded with a linear sediment barrier

Stockpiles of pressure-treated wood must be:

- a) Placed on pallets
- b) Covered with impermeable material

Stockpiles of cold mix asphalt concrete must be:

- a) Placed on an impervious surface
- b) Covered with an impermeable material
- c) Protected from stormwater run-on and runoff

The Contractor shall control wind erosion year round.

The Contractor shall repair or replace linear sediment barriers and covers as needed to keep them functioning properly. Whenever sediment accumulates to 1/3 of the linear sediment barrier height, remove the accumulated sediment.

7-8.5.3 Spill Prevention and Emergency Response Plan.

ADD:

7-8.5.3.1 Spill Prevention and Control. The Contractor shall keep material or waste storage areas clean, well-organized, and equipped with enough cleanup supplies for the material being stored.

The Contractor shall implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site. Whenever the Contractor spills or leaks chemicals or hazardous substances at the job site, he is responsible for all associated cleanup costs and related liability.

The Contractor shall report minor, semi significant, and significant or hazardous spills to the WPC manager and the WPC manager must notify the Engineer immediately.

As soon as it is safe, the Contractor shall contain and clean up spills of petroleum materials and sanitary and septic waste substances listed under 40 CFR, parts 110, 117, and 302.

ADD:

7-8.5.3.2 Minor Spills. Minor spills consist of quantities of oil, gasoline, paint, or other materials that are small enough to be controlled by a first responder upon discovery of the spill.

The Contractor shall clean up a minor spill using the following procedures:

- a) Contain the spread of the spill
- b) Recover the spilled material using absorption
- c) Clean the contaminated area

- d) Dispose of the contaminated material and absorbents promptly and properly

ADD:

7-8.5.3.3 Semi Significant Spills. Semi significant spills consist of spills that can be controlled by a first responder with help from other personnel.

The Contractor shall clean up a semi significant spill immediately using the following procedures:

- a) Contain the spread of the spill.
- b) On paved or impervious surfaces, encircle and recover the spilled material with absorbent materials. Do not allow the spill to spread widely.
- c) If the spill occurs on soil, contain the spill by constructing an earthen dike and dig up the contaminated soil for disposal.
- d) If the spill occurs during precipitation, cover the spill with 10-mil plastic sheeting or other material to prevent contamination of runoff.
- e) Dispose of the contaminated material promptly and properly.

ADD:

7-8.5.3.4 Significant or Hazardous Spills. Significant or hazardous spills consist of spills that cannot be controlled by job site personnel.

The Contractor shall immediately notify qualified personnel of a significant or hazardous spill and take the following steps:

- a) Do not attempt to clean up the spill until qualified personnel have arrived.
- b) Notify the Engineer and follow up with a report.
- c) Obtain the immediate services of a spill contractor or hazardous material team.
- d) Notify local emergency response teams by dialing 911 and county officials by using the emergency phone numbers retained at the job site.
- e) Notify the California Emergency Management Agency State Warning Center at 916-845-8911.
- f) Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under 40 CFR 110, 119, and 302.
- g) Notify other agencies as appropriate, including:
 - 1) Fire Department
 - 2) Department of Public Works and Transportation
 - 3) Coast Guard
 - 4) Highway Patrol
 - 5) City Police or County Sheriff's Department
 - 6) Department of Toxic Substances
 - 7) California Division of Oil and Gas
 - 8) Cal/OSHA

9) Regional Water Resources Control Board

The Contractor shall prevent a spill from entering stormwater runoff before and during cleanup activities and shall not bury or wash the spill with water.

ADD:

7-8.5.4 Waste Management.

7-8.5.4.1 Paint Waste. The Contractor shall clean water-based and oil-based paint from brushes or equipment within a contained area in a way that does not contaminate soil, receiving waters, or storm drain systems. Handle and dispose of the following as hazardous waste: paints, thinners, solvents, residues, and sludges that cannot be recycled or reused. When thoroughly dry, dispose of the following as solid waste under: dry latex paint, paint cans, used brushes, rags, absorbent materials, and drop cloths.

7-8.5.4.2 Concrete Waste. The Contractor shall use practices to prevent the discharge of asphalt concrete, PCC, and HMA waste into storm drain systems and receiving waters.

The Contractor shall collect and dispose of asphalt concrete, PCC, and HMA waste at locations where:

- a) Concrete material, including grout, is used.
- b) Concrete dust and debris result from demolition.
- c) Saw cutting, coring, grinding, grooving, or hydro-concrete demolition creates a residue or slurry.
- d) Concrete trucks or other concrete-coated equipment is cleaned at the job site.

7-8.5.4.3 Sanitary and Septic Waste. The Contractor shall not bury or discharge wastewater from a sanitary or septic system anywhere at the site of Work. A sanitary facility discharging into a sanitary sewer system must be properly connected and free from leaks. The Contractor shall place a portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines.

The Contractor shall comply with local health agency provisions if using an on-site disposal system.

7-8.5.4.4 Liquid Waste. The Contractor shall use practices that will prevent job-site liquid waste from entering storm drain systems and receiving waters. Liquid wastes include the following:

- a) Drilling slurries or fluids
- b) Grease-free and oil-free wastewater and rinse water
- c) Dredgings, including liquid waste from cleaning drainage systems
- d) Liquid waste running off a surface, including wash or rinse water
- e) Other nonstormwater liquids not covered by separate permits

The Contractor shall hold liquid waste in structurally sound, leak-proof containers, such as roll-off bins or portable tanks.

Liquid waste containers must be of sufficient quantity and volume to prevent overflow, spills, and leaks.

The Contractor shall store containers at least 50 feet from moving vehicles and equipment.

The Contractor shall remove and dispose of deposited solids from sediment traps in accordance with 7-8 of the Standard Specifications and these Special Provisions. Liquid waste may require testing to determine hazardous material content before disposal.

The Contractor shall dispose of drilling fluids and residue.

If an authorized location is available within the job site, fluids and residue exempt under 23 CA Code of Regs § 2511(g) may be dried by evaporation in a leak-proof container. The Contractor shall dispose of the remaining solid waste in accordance with 7-8 of the Standard Specifications and these Special Provisions.

ADD:

7-8.5.5 Nonstormwater Management.

7-8.5.5.1 Water Control and Conservation. The Contractor shall manage water used for work activities in a way that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Obtain authorization before washing anything at the job site with water that could discharge into a storm drain system or receiving waters. Report discharges immediately.

The Contractor shall implement water conservation practices if water is used at the job site. Inspect irrigation areas. Adjust watering schedules to prevent erosion, excess watering, or runoff. Shut off the water source to broken lines, sprinklers, or valves and repair breaks within 24 hours. Reuse water from waterline flushing for landscape irrigation if practicable. Sweep and vacuum paved areas. Do not wash paved areas with water.

The Contractor shall direct runoff water, including water from water line repair, from the job site to areas where it can infiltrate into the ground. Do not allow runoff water to enter storm drain systems and receiving waters. Do not allow spilled water to escape filling areas for water trucks. Direct water from off-site sources around the job site if practicable. Minimize the contact of off-site water with job site water.

7-8.5.5.2 Illicit Connection and Illegal Discharge Detection and Reporting. Before starting work, the Contractor shall inspect the job site and the job site's perimeter for evidence of illicit connections, illegal discharges, and dumping. After starting work, inspect the job site and perimeter on a daily schedule for illicit connections and illegal dumping and discharges.

Whenever illegal connections, discharges, or dumping are discovered, The Contractor shall notify the Engineer immediately, should take no further action unless ordered and assume that unlabeled or unidentifiable material is hazardous.

The Contractor shall look for the following evidence of illicit connections, illegal discharges, and dumping:

- a) Debris or trash piles

- b) Staining or discoloration on pavement or soils
- c) Pungent odors coming from drainage systems
- d) Discoloration or oily sheen on water
- e) Stains and residue in ditches, channels, or drain boxes
- f) Abnormal water flow during dry weather
- g) Excessive sediment deposits
- h) Nonstandard drainage junction structures
- i) Broken concrete or other disturbances at or near junction structures

7-8.5.5.3 Vehicle and Equipment Cleaning. The Contractor shall limit vehicle and equipment cleaning or washing at the job site except for what is necessary to control vehicle tracking or hazardous waste. The Contractor shall notify the Engineer before cleaning vehicles and equipment at the job site with soap, solvents, or steam, and contain and recycle or dispose of resulting waste under 7-10.4.4. The Contractor shall not use diesel to clean vehicles or equipment and minimize the use of solvents.

The Contractor shall clean or wash vehicles and equipment in a structure equipped with disposal facilities. The Contractor may wash vehicles in an outside area if the area is:

- a) Paved with asphalt concrete, HMA, or PCC
- b) Surrounded by a containment berm
- c) Equipped with a sump to collect and dispose of wash water

The Contractor shall use as little water as practicable whenever washing vehicles and equipment with water and hoses used must be equipped with a positive shutoff valve.

The Contractor shall discharge liquid from wash racks to a recycling system or to another authorized system. Remove liquids and sediment as necessary.

7-8.5.5.4 Vehicle and Equipment Fueling and Maintenance. If practicable, the Contractor shall perform maintenance on vehicles and equipment off-site.

If fueling or maintenance must be done at the job site, the Contractor shall assign a site or sites, and obtain authorization before using them. The Contractor shall minimize mobile fueling and maintenance activities. The Contractor's fueling and maintenance activities must be performed on level ground in areas protected from stormwater run-on and runoff.

The Contractor shall use containment berms or dikes around fueling and maintenance areas. Keep adequate quantities of absorbent spill-cleanup material and spill kits in the fueling or maintenance area and on fueling trucks. The Contractor shall dispose of spill-cleanup material and kits immediately after use and use drip pans or absorbent pads during fueling or maintenance.

The Contractor shall not leave fueling or maintenance areas unattended during fueling and maintenance activities. The Contractor's fueling nozzles must be equipped with an automatic shutoff control. The Contractor shall use equipment with vapor-recovery

fueling nozzles where required by the Air Quality Management District, secure nozzles in an upright position when not in use and shall not top off fuel tanks.

The Contractor shall recycle or properly dispose of used batteries and tires.

If leaks cannot be repaired immediately, the Contractor shall remove the vehicle or equipment from the job site.

7-8.5.5.5 Material and Equipment Used Over Water. The Contractor shall place drip pans and absorbent pads under vehicles and equipment used over water, keep an adequate supply of spill-cleanup material with vehicles and equipment, place drip pans or plastic sheeting under vehicles and equipment on docks, barges, or other surfaces over water whenever vehicles or equipment will be idle for more than one (1) hour.

The Contractor shall furnish watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools and shall secure material to prevent spills or discharge into the water due to wind.

The Contractor shall report discharges to receiving waters immediately upon discovery and shall submit a discharge notification.

7-8.5.5.6 Structure Removal Over or Adjacent to Water. The Contractor shall not allow demolished material to enter storm drain systems and receiving waters, use authorized covers and platforms to collect debris, use attachments on equipment to catch debris during small demolition activities and empty debris-catching devices daily and dispose of debris in accordance with 7-8 of the Standard Specifications and these Special Provisions.

7-8.5.5.7 Paving, Sealing, Saw Cutting, Grooving, and Grinding Activities. The Contractor shall prevent material from entering storm drain systems and receiving waters including:

- a) Cementitious material
- b) Asphaltic material
- c) Aggregate or screenings
- d) Saw cutting, grooving, and grinding residue
- e) Pavement chunks
- f) Shoulder backing
- g) Methacrylate
- h) Sandblasting residue

The Contractor shall cover drainage inlets and use linear sediment barriers to protect downhill receiving waters until paving, sealing, saw cutting, grooving, and grinding activities are completed and excess material has been removed and cover drainage inlets and manholes during the application of seal coat, tack coat, slurry seal, or fog seal.

Whenever precipitation is forecasted, the Contractor shall limit paving, saw cutting, and grinding to places where runoff can be captured.

The Contractor shall not start seal coat, tack coat, slurry seal, or fog seal activities whenever precipitation is forecasted during the application and curing period and shall not excavate material from existing roadways during precipitation.

The Contractor shall use a vacuum to remove slurry immediately after slurry is produced and shall not allow the slurry to run onto lanes open to traffic or off the pavement.

The Contractor shall collect the residue from PCC grooving and grinding activities with a vacuum attachment on the grinding machine. The Contractor shall not leave the residue on the pavement or allow the residue to flow across pavement.

The Contractor shall not coat asphalt trucks and equipment with substances that contain soap, foaming agents, or toxic chemicals.

The Contractor shall park paving equipment over drip pans or plastic sheeting with absorbent material to catch drips if the paving equipment is not in use.

7-8.5.5.8 Thermoplastic Striping and Pavement Markers. The Contractor shall not preheat, transfer, or load thermoplastic within 50 feet of drainage inlets and receiving waters.

The Contractor shall not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets and receiving waters.

The Contractor shall collect and dispose of bituminous material from the roadway after removing markers.

7-8.5.5.9 Pile Driving. The Contractor shall keep spill kits and cleanup materials at pile driving locations; park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material; protect pile driving equipment by parking on plywood and covering with plastic whenever precipitation is forecasted.

The Contractor shall store pile driving equipment on level ground and protect it from stormwater run-on when not in use. Use vegetable oil instead of hydraulic fluid if practicable.

7-8.5.5.10 Concrete Curing. The Contractor shall not overspray chemical curing compounds and shall not allow runoff of curing compounds.

The Contractor shall minimize the drift by spraying as close to the concrete as practicable, cover drainage inlets before applying the curing compound, and minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture when concrete is curing.

7-8.5.5.11 Concrete Finishing. The Contractor shall collect and dispose of water and solid waste from high-pressure water blasting, collect and dispose of sand and solid waste from sandblasting. Before sandblasting, the Contractor shall cover drainage inlets within 50 feet of sandblasting, and shall minimize the drift of dust and blast material by keeping the nozzle close to the surface of the concrete. If the character of the blast residue is unknown, the Contractor shall test it for hazardous materials and dispose of it properly.

The Contractor shall inspect containment structures for concrete finishing for damage before each day of use and before forecasted precipitation and remove liquid and solid waste from containment structures after each work shift.

7-8.5.5.12 Sweeping. The Contractor shall sweep by hand or mechanical methods, such as vacuuming, and shall not use methods that use only mechanical kick brooms. The Contractor shall sweep paved roads at construction entrance and exit locations and paved areas within the job site:

- a) During clearing and grubbing activities
- b) During earthwork activities
- c) During trenching activities
- d) During pavement structure activities
- e) When vehicles are entering and leaving the job site
- f) After soil-disturbing activities
- g) After observing off-site tracking of material
- h) As deemed necessary by the Engineer

The Contractor shall monitor paved areas and roadways within the project and sweep within:

- a) 1 hour whenever sediment or debris is observed during activities that require sweeping.
- b) 24 hours whenever sediment or debris is observed during activities that do not require sweeping.

The Contractor shall remove collected material, including sediment, from paved shoulders, drain inlets, curbs and dikes, and other drainage areas, may stockpile collected material at the job site, and shall dispose of collected material at least once per week if stockpiled.

The Contractor shall keep dust to a minimum during street sweeping activities and use water or a vacuum whenever dust generation is excessive or sediment pickup is ineffective.

The Contractor shall remove and dispose of trash collected during sweeping.

7-8.5.5.13 Dewatering. Dewatering consists of discharging accumulated stormwater, groundwater, or surface water from excavations or temporary containment facilities.

The Contractor shall perform dewatering work as specified for the work items involved, such as temporary active treatment system or dewatering and discharge.

If dewatering and discharging activities are not specified under a work item and the Contractor performs dewatering activities, he shall:

- a) Conduct dewatering activities under the Caltrans' *Field Guide for Construction Site Dewatering*.
- b) Ensure that any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.

- c) Discharge the water within the project limits if approved by the Engineer. Dispose of the water if it cannot be discharged within project limits due to site constraints or contamination.
- d) Not discharge stormwater or nonstormwater that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface.
- e) Notify the Engineer immediately upon discovering any such condition.

7-8.6 Water Pollution Control.

7-8.6.1 General. *ADD the following after the last paragraph:*

This project is Risk Level 1.

ADD:

7-8.6.1.1 Definitions and Abbreviations.

Active and inactive areas: (1) Active areas have soil disturbing work activities occurring at least once within 15 days, and (2) Inactive areas are areas that have not been disturbed for at least 15 days.

BMPs: Best Management Practices are water pollution control practices.

Construction phase: Construction phases are (1) Highway Construction including work activities for building roads and structures, (2) Plant Establishment including maintenance on vegetation installed for final stabilization, and (3) Suspension where work activities are suspended and areas are inactive.

NAL: Numeric Action Level.

NEL: Numeric Effluent Limit.

Normal working hours: The hours the Contractor normally works on this project.

Preparation Manual: The Caltrans' "Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual."

QSD: Qualified SWPPP Developer.

QSP: Qualified SWPPP Practitioner.

Qualified rain event: A qualified rain event is a storm that produces at least 0.5 inch of precipitation with a 48 hour or greater period between storms.

SAP: Sampling and Analysis Plan.

SSC: Suspended Sediment Concentration.

SWRCB: State Water Resources Control Board.

WPC: Water Pollution Control.

WPC Manager: The Contractor's Water Pollution Control Manager. The WPC Manager implements water pollution control work described in the SWPPP and oversees revisions and amendments to the SWPPP.

7-8.6.1.2 Summary. Section 7-8.6 includes general specifications for preventing, controlling, and abating water pollution in streams, waterways, and other bodies of water.

Information on forms, reports, and other documents can be found in the following Caltrans manuals:

- a) *Field Guide for Construction Site Dewatering*
- b) *Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual*
- c) *Construction Site Best Management Practices (BMP) Manual*
- d) *Construction Site Monitoring Program (CSMP) Guidance Manual*

For the above-referenced manuals, go to the Caltrans' website for the Division of Construction, Storm Water and Water Pollution Control at ([Informationhttp://www.dot.ca.gov/hq/construc/stormwater/](http://www.dot.ca.gov/hq/construc/stormwater/)) or the Caltrans' publication distribution unit.

The Contractor shall not start job site activities until:

- a) The WPCP or SWPPP, in accordance with 7-8.6.3 of the Special Provisions is authorized.
- b) The waste discharge identification number is issued if the project requires a SWPPP.
- c) WPCP or SWPPP review requirements have been fulfilled. If the RWQCB requires time for review, allow 30 days for the review.

If the Contractor operates a Contractor-support facility, the Contractor shall protect stormwater systems or receiving waters from the discharge of potential pollutants by using water pollution control practices.

Contractor-support facilities include:

- a) Staging areas
- b) Storage yards for equipment and materials
- c) Mobile operations
- d) Batch plants for PCC and HMA
- e) Crushing plants for rock and aggregate
- f) Other facilities installed by the Contractor for his, such as haul roads

Discharges from manufacturing facilities, such as batch plants and crushing plants, must comply with the general waste discharge requirements for *Order No. 97-03-DWQ, NPDES General Permit No. CAS000001*, issued by the State Water Resources Control Board for "*Discharge of Storm Water Associated with Industrial Activities Excluding Construction Activities*" and referred to herein as "General Industrial Permit." For the General Industrial Permit, go to the website for the State Water Resources Control Board.

If the Contractor operates a batch plant to manufacture PCC, HMA, or other material or a crushing plant to produce rock or aggregate, the Contractor shall obtain coverage under the General Industrial Permit. The Contractor must be covered under the General Industrial Permit for batch plants and crushing plants located:

- a) Outside of the job site

- b) Within the job site that serve 1 or more contracts

If the Contractor obtains or disposes of material at a noncommercially operated borrow or disposal site, the Contractor shall prevent water pollution due to erosion at the site during and after completion of his activities. Upon completion of his work, the Contractor shall leave the site in a condition such that water will not collect or stand therein.

The Agency does not pay for water pollution control practices at Contractor-support facilities and noncommercially operated borrow or disposal sites.

7-8.6.1.3 Submittals. Within 48 hours after the conclusion of a storm event resulting in a discharge, after a nonstormwater discharge, or after receiving a written notice or an order from the RWQCB or another regulatory agency, the Contractor's WPC manager must submit the following information:

- a) Date, time, location and nature of the activity and the cause of the notice or order
- b) Type and quantity of discharge
- c) Water pollution control practices in use before the discharge or before receiving the notice or order
- d) Description of water pollution control practices and corrective actions taken to manage the discharge or cause of the notice

The Contractor shall submit water pollution control training records for all employees and subcontractors who will be working at the job site as an informational submittal that includes the training subjects, training dates, ongoing training, and tailgate meetings with the submittal. The Contractor shall submit records for:

- a) Existing employees within 5 business days of obtaining SWPPP or WPCP authorization
- b) New employees within 5 business days of receiving the training
- c) Subcontractor's employees at least 5 business days before a subcontractor starts work

At least Five (5) business days before operating any Contractor-support facility, the Contractor shall submit:

- a) A plan showing the location and quantity of water pollution control practices associated with the Contractor-support facility
- b) A copy of the notice of intent approved by the RWQCB and the WPCP or SWPPP approved by the RWQCB if the Contractor will be operating a batch plant or a crushing plant under the General Industrial Permit

7-8.6.1.4 Quality Control and Assurance.

Training

The Contractor's employees must receive water pollution control training before starting work at the job site.

For the Contractor's project managers, supervisory personnel, subcontractors, and employees involved in water pollution control work:

- a) The Contractor shall provide stormwater training in the following subjects:

- 1) Water pollution control rules and regulations
- 2) Implementation and maintenance for:
 - (a) Temporary soil stabilization
 - (b) Temporary sediment control
 - (c) Tracking control
 - (d) Wind erosion control
 - (e) Material pollution prevention and control
 - (f) Waste management
 - (g) Nonstormwater management
- b) The Contractor shall conduct weekly training meetings covering:
 - 1) Deficiencies and corrective actions for water pollution control practices
 - 2) Water pollution control practices required for work activities during the week
 - 3) Spill prevention and control
 - 4) Material delivery, storage, usage, and disposal
 - 5) Waste management
 - 6) Nonstormwater management procedures

Training for personnel who collect water quality samples must include:

- a) CSMP review
- b) Health and safety review
- c) Sampling simulations

7-8.6.1.5 Water Pollution Control Manager.

General

The Contractor's WPC manager must be a QSP if the project requires a WPCP. The Contractor's WPC manager must be a QSD if the project requires a SWPPP.

The Contractor shall assign one (1) WPC manager to implement the WPCP or SWPPP, whichever is applicable for the project.

Qualifications

The Contractor's QSD must:

- a) Have completed the stormwater management training described in the Caltrans' website for the Division of Construction, Storm Water and Water Pollution Control Information
- b) Be registered or certified for at least one of the following:
 - 1) California registered civil engineer
 - 2) California registered professional geologist or engineering geologist
 - 3) California licensed landscape architect

- 4) Professional hydrologist registered through the American Institute of Hydrology
- 5) Certified Professional in Erosion and Sediment Control (CPESC)[™] registered through Enviro Cert International, Inc.
- 6) Certified Professional in Storm Water Quality (CPSWQ)[™] registered through Enviro Cert International, Inc.
- 7) Professional in erosion and sediment control registered through the National Institute for Certification in Engineering Technologies (NICET)

The Contractor's QSP must comply with the qualifications for a QSD or must:

- a) Have completed the storm water management training described in the Caltrans' website for the Division of Construction, Storm Water and Water Pollution Control Information
- b) Be certified for at least one of the following:
 - 1) Certified Erosion, Sediment and Storm Water Inspector (CESSWI)[™] registered through Enviro Cert International, Inc.
 - 2) Certified Inspector of Sediment and Erosion Control (CISEC) registered through CISEC, Inc.

Responsibilities

The Contractor's WPC manager must:

- a) Be responsible for water pollution control work
- b) Be the primary contact for water pollution control work
- c) Oversee:
 - 1) Maintenance of water pollution control practices
 - 2) Inspections of water pollution control practices identified in the SWPPP or WPCP
 - 3) Inspections and reports for visual monitoring
 - 4) Sampling and analysis
 - 5) Preparation and submittal of:
 - (a) NAL exceedance reports
 - (b) NEL violation reports
 - (c) SWPPP annual certification
 - (d) Annual reports
 - (e) BMP status reports
- a) Oversee and enforce hazardous waste management practices, including spill prevention and control measures
- b) Have authority to mobilize crews to make immediate repairs to water pollution control practices
- c) Ensure that all employees have current water pollution control training

- d) Implement the authorized SWPPP or WPCP
- e) Amend the SWPPP or WPCP if required
- f) Be at the job site within 2 hours of being contacted
- g) Have the authority to stop construction activities damaging water pollution control practices or causing water pollution

7-8.6.1.6 Construction.

General

The Contractor shall install facilities and devices used for water pollution control practices before performing work activities. The Contractor shall install soil stabilization materials for water pollution control practices in all work areas that are inactive and before storm events.

The Contractor shall repair or replace water pollution control practices within 24 hours of discovering any damage, unless a longer period is authorized.

The Agency will not pay for the cleanup, repair, removal, disposal, or replacement of water pollution control practices due to improper installation or the Contractor's negligence.

The Contractor shall retain a printed copy of the authorized WPCP or SWPPP at the job site at all times.

Monitoring

The Contractor shall monitor the National Weather Service's forecast on a daily basis. For the National Weather Service's forecast, go to the website for the National Weather Service.

Inspections

The Contractor shall use the *Stormwater Site Inspection Report* form for documenting site inspections.

The Contractor's WPC manager must oversee:

- a) Inspections of water pollution control practices identified in SWPPP or WPCP:
 - 1) Before a forecasted storm event
 - 2) After a qualifying rain event that produces site runoff
 - 3) At 24-hour intervals during extended storm events
 - 4) On a predetermined schedule of at least once a week
- b) Daily inspections of:
 - 1) Storage areas for hazardous materials and waste
 - 2) Hazardous waste disposal and transporting activities
 - 3) Hazardous material delivery and storage activities
- c) Inspections of:
 - 1) Vehicle and equipment cleaning facilities:

- (a) Daily if vehicle and equipment cleaning occurs daily
 - (b) Weekly if vehicle and equipment cleaning does not occur daily
- 2) Vehicle and equipment maintenance and fueling areas:
 - (a) Daily if vehicle and equipment maintenance and fueling occurs daily
 - (b) Weekly if vehicle and equipment maintenance and fueling does not occur daily
- 3) Vehicles and equipment at the job site for leaks and spills on a daily schedule. Verify that operators are inspecting vehicles and equipment each day of use.
- 4) Demolition sites within 50 feet of storm drain systems and receiving waters daily.
- 5) Pile driving areas for leaks and spills:
 - (a) Daily if pile driving occurs daily
 - (b) Weekly if pile driving does not occur daily
- 6) Temporary concrete washouts:
 - (a) Daily if concrete work occurs daily
 - (b) Weekly if concrete work does not occur daily
- 7) Paved roads at job site access points for street sweeping:
 - (a) Daily if earthwork and other sediment or debris-generating activities occur daily
 - (b) Weekly if earthwork and other sediment or debris-generating activities do not occur daily
 - (c) Within 24 hours of precipitation forecasted by the National Weather Service
- 8) Dewatering work:
 - (a) Daily if dewatering work occurs daily
 - (b) Weekly if dewatering work does not occur daily
- 9) Temporary active treatment system:
 - (a) Daily if temporary active treatment system activities occur daily
 - (b) Weekly if temporary active treatment system activities do not occur daily
- 10) Work over water:
 - (a) Daily if work over water occurs daily
 - (b) Weekly if work over water does not occur daily

Deficiencies

Whenever the Contractor or the Engineer identify a deficiency in the implementation of the authorized WPCP or SWPPP, the Contractor shall correct the deficiency:

- (a) Immediately, unless a later date is authorized
- (b) Before precipitation occurs

The Agency may correct the deficiency and deduct the cost of correcting the deficiency from payment if the Contractor fails to correct the deficiency by the agreed date or before the onset of precipitation.

7-8.6.2 Best Management Practices (BMPs). *MODIFY to ADD the following:*

BMPs shall be maintained and/or added based on any exceedances of Numeric Action Levels (NALs) and Numeric Effluent Limitations (NELs). The Contractor shall make any necessary changes to the SWPPP and implement additional BMPs that will result in effluent levels below that of NALs.

7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP). *DELETE in its entirety and SUBSTITUTE with the following:*

7-8.6.3 Water Pollution Control Plan (WPCP).

7-8.6.3.1 General.

Summary

The Contractor shall prepare a water pollution control plan that includes developing and implementing the WPCP, providing a WPC manager, conducting water pollution control training, and monitoring, inspecting and correcting water pollution control practices.

The Contractor may assign a QSP other than the WPC manager to develop the WPCP.

Submittals

Within 7 days after Contract approval:

- a) The Contractor shall submit two (2) copies of his WPCP for review. The Engineer provides comments and specifies the date when the review stopped if revisions are required.
- b) The Contractor shall resubmit a revised WPCP within 7 days of receiving the Engineer's comments. The Agency's review resumes when the complete WPCP has been resubmitted.
- c) When the Engineer authorizes the WPCP, the Contractor shall submit an electronic copy and 3 printed copies of the authorized WPCP.
- d) If the RWQCB requires review of the authorized WPCP, the Engineer submits the authorized WPCP to the RWQCB for its review and comment.
- e) If the Engineer orders changes to the WPCP based on the RWQCB's comments, the Contractor shall amend the WPCP within 3 business days.

The WPCP must comply with the Caltrans' *Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Plan (WPCP) Preparation Manual* and must:

- a) Show the location of disturbed soil areas, water bodies, and water conveyances
- b) Describe the work involved in the installation, maintenance, repair, and removal of temporary water pollution control practices
- c) Show the locations and types of water pollution control practices that will be used for:

- 1) Stormwater and nonstormwater in areas outside the job site, but related to work activities, including:
 - (a) Staging areas
 - (b) Storage yards
 - (c) Access roads
- 2) Activities or mobile activities related to all NPDES permits
- 3) Contractor-support facilities
- d) Show the locations and types of temporary water pollution control practices that will be used in the work for each construction phase
- e) Show the locations and types of water pollution control practices that will be installed permanently under the Contract
- f) Include a schedule showing when:
 - 1) Work activities will be performed that could cause the discharge of pollutants into stormwater
 - 2) Water pollution control practices associated with each construction phase will be implemented
 - 3) Soil stabilization and sediment control practices for disturbed soil areas will be implemented
- g) Include a copy of any permits obtained by the Agency, including Fish & Game permits, US Army Corps of Engineers permits, RWQCB 401 certifications, aerially deposited lead variance from the Department of Toxic Substance Control, aerially deposited lead variance notification, and RWQCB waste discharge requirements for aerially deposited lead reuse

The Contractor shall amend the WPCP whenever:

- a) Changes in work activities could affect the discharge of pollutants
- b) Water pollution control practices are added by Change Order work
- c) Water pollution control practices are added at the Contractor's discretion
- d) Changes in the quantity of disturbed soil are substantial
- e) Objectives for reducing or eliminating pollutants in stormwater discharges have not been achieved
- f) Project receives a written notice or order from the RWQCB or any other regulatory agency

The Contractor shall allow the same review time for amendments to the WPCP as for the original WPCP.

7-8.6.3.2 Construction. The Contractor shall manage work activities in a way that reduces the discharge of pollutants to surface waters, groundwater, and separate municipal storm sewer systems.

The Contractor shall monitor and inspect water pollution control practices at the job site.

The Contractor shall notify the Engineer within 6 hours whenever any of the following occurs:

- a) The Contractor identifies discharges into receiving waters or drainage systems that are causing or could cause water pollution
- b) The Contractor receives a written notice or order for the project from the RWQCB or any other regulatory agency

The Contractor shall continue WPCP implementation during any suspension of work activities.

The Contractor is responsible for delays and must pay all costs associated with submitting a SWPPP due to his actions that result in one of the following:

- a) 1 or more acres of soil disturbance on projects without an Erosivity Waiver
- b) More than 5 acres of soil disturbance on projects with an Erosivity Waiver
- c) Failure to comply with the schedule for soil disturbing activities for projects with an Erosivity Waiver if the delays void the Erosivity Waiver

7-8.6.3.3 Payment. Payment for **Water Pollution Control** and doing all work involved in 7-8.6 shall be included in the various bid items for this contract and no additional compensation shall be allowed therefor. This includes full compensation for furnishing all labor, materials, tools, equipment to perform all the work specified in 7-8.6, including preparing and modifying a WPCP, permitting fees, Agency filing and processing, furnishing, installing, maintaining and removing BMPs, monitoring and reporting, and all incidentals for doing all the work involved as described herein or as otherwise required by the permit process.

7-8.6.4 Dewatering. *MODIFY to ADD the following:*

Submittals

Before the Contractor starts dewatering, he shall submit a dewatering and discharge work plan. The dewatering and discharge work plan must include:

- a) Title sheet and table of contents
- b) Description of dewatering and discharge activities detailing locations, quantity of water, equipment, and discharge point
- c) Estimated schedule for dewatering and discharge start and end dates of intermittent and continuous activities
- d) Discharge alternatives, such as dust control or percolation
- e) Visual monitoring procedures with inspection log
- f) Copy of written approval to discharge into a sanitary sewer system at least 5 business days before starting discharge activities

The Contractor shall submit the following informational submittals:

- a) MSDS at least 5 business days before material is used or stored
- b) Monthly inventory records for material used or stored

The Contractor shall submit written approval from the local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system.

7-8.6.5 Payment. *DELETE in its entirety and SUBSTITUTE with the following:*

Payment for implementation and maintenance of BMPs and dewatering shall be included in the various bid items for this contract and no additional compensation shall be allowed therefor.

ADD:

7-8.7 Drainage Control. The Contractor shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete, or other acceptable material will be permitted when necessary. Such dams shall be removed from the site as soon as their use is no longer necessary.

The Contractor shall ensure that storm and drainage water does not pond due to the temporary blockage of existing drainage facilities. To this end, the Contractor shall provide temporary works that allow for the passage of storm and drainage water in a manner equivalent to the existing drainage system.

No separate payment will be made for any work performed or material used in drainage control. Full compensation for such controls shall be considered as included in the price paid for the various items of work involved and no additional compensation will be allowed therefor.

ADD:

7-8.8 Graffiti Control. Throughout all phases of Work, including suspension of Work, and until final acceptance, the Contractor shall keep Work, all equipment, field offices, storage facilities, fences, signs, and other facilities free of graffiti. Within twenty-four (24) hours after notification by the Agency Representative, graffiti shall be water blasted and cleaned to original surface or repainted if previously painted.

No separate payment will be made for any work performed or material used in graffiti control. Full compensation for such cleaning shall be considered as included in the price paid for the various items of work involved and no additional compensation will be allowed therefor.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. *ADD the following before the 1st paragraph:*

Material shown on the Plans or designated in the Special Provisions which is to be salvaged or used in the reconstructed work and which has been damaged or destroyed as a result of the Contractor's operations, shall be repaired or replaced by the Contractor at his expense.

ADD:

7-9.1 Preservation of Property. The Contractor shall exercise due care to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and trees and shrubbery that are not to be removed.

All damage done to existing improvements by the Contractor shall be repaired by him to the satisfaction of the Engineer. Where sidewalks, curbs or gutters are to be repaired, the repairs shall be made by removing and replacing the damaged section back to the nearest scoring lines.

All trees and shrubbery that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and waterlines, all highway or street facilities, and any other improvements of facilities within or adjacent to the work shall be protected from injury or damage, and the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the work or as good as required by the Plans and Specifications if any such objects are a part of the work being performed.

The fact that any such pipe or other underground facility is not shown on the Plans shall not relieve the Contractor of his responsibility under this article. It shall be the Contractor's responsibility to ascertain the existence of any underground improvement or facilities which may be subject to damage by reason of his operations.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the work which are in any way affected by the excavations or other operations connected with the performance of the Work.

Whenever any notice is required to be given by the Agency or the Contractor to any adjacent or adjoining landowner or other party before commencement of any work, such notice shall be given by the Contractor.

ADD:

7-9.2 Video Recording and Photographing of Pre-existing Conditions. The Contractor shall video record and photograph pre-existing conditions of the project site prior to any construction activities such as, but not limited to:

- a) Property markers
- b) Right of way and easement conditions
- c) Utility markings and USA markings
- d) Existing property damages
- e) Survey conditions
- f) Pavement conditions, markings, and striping
- g) Adjacent property conditions
- h) Sidewalk, median, curb, and gutter conditions
- i) Safety conditions
- j) Unusual conditions or equipment
- k) Existing landscape conditions (including vegetation and irrigation) along the project limit.

The Contractor shall submit recordings/photographs on CD, DVD or USB media to the Engineer no later than (five) 5 Working Days after Notice to Proceed.

Payment for video recording and photographing services shall be included in the various Bid Items and no additional compensation will be allowed therefor.

7-10.4.1.2 Work Site Safety Official. *MODIFY to ADD the following:*

Failure by the Contractor to provide the required Work Site Safety Official shall be grounds for the Agency to direct the cessation of all work activities and operations at no cost to the Agency until the Contractor is in compliance.

ADD:

7-10.4.1.3 Emergencies. Unusual conditions may arise on the Work which will require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the Work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

The Contractor shall use such foresight and shall take such steps and precautions as his operations make necessary to protect from danger or damage, or loss of life or property, which would result from the interruption or contamination of public water supply, irrigation, or other public service, or from failure or partly completed work.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by process of construction on account of such neglect; and whenever in the opinion of the Engineer, immediate action shall be considered necessary in order to protect public or private, personal or property interest, or prevent likely loss of human life or damage on account of the operations under the Contract, then and in that event the Agency may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the Agency Representative may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as may be deemed necessary, shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of the bills therefor, duly certified by the Agency Representative, then said cost and expense will be paid by the Agency and shall thereafter be deducted from any amounts due, or which may become due to the Contractor. Failure of the Agency, however, to take such precautionary measure, shall not relieve the Contractor of his full responsibility for public safety.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the Agency.

7-10.4.2.1 General. *DELETE in its entirety 2nd paragraph and SUBSTITUTE with the following:*

The Contractor shall submit to the Engineer, as a condition of obtaining City issued permits and in advance of excavation, a permit from the Division of Occupational Safety and Health pursuant to Chapter 6 (commencing with Section 6500) of Part 1 of Division 5 of the Labor Code along with a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving

ground during the excavation of any trench or trenches five (5) feet or more in depth. The plan shall be prepared by a registered civil or structural engineer. As a part of the plan, a notice shall be included stating that the registered civil or structural engineer certifies that the plan complies with the CAL/OSHA Construction Safety Orders. A copy of the plan and permit shall be submitted to the Engineer.

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work, and the Contractor shall fully comply with all local, county, state and federal laws, rules, regulations, and orders relating to safety of the public and workers.

The Contractor shall hold harmless, indemnify, and defend the Agency, the Engineer, the Agency Representative and each of their officers, employees, and agents from civil or criminal penalties resulting from a failure to comply with applicable safety laws, rules, regulations, and orders. To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the event of any such failure to comply with applicable safety laws, rules, regulations, or orders.

The duty, if any, of the Agency Representative to conduct construction review or inspection of the Contractor's performance is not intended to include review or inspection of the adequacy of the Contractor's safety measures in, on, or near the construction site.

7-10.5.3 Steel Plate Covers. *MODIFY to ADD the following:*

The Contractor shall protect transverse or longitudinal cuts, voids, trenches, holes, and excavations in the right-of-way that cannot be properly completed within one (1) Working Day by adequately designed barricades and structural steel plates (plates) that will support legal vehicle loads in such a way as to preserve unobstructed traffic flow.

The Contractor shall secure approval, in advance, from Engineer concerning the use of any bridging proposed on the Work.

The Contractor shall adequately shore trenches to support the bridging and traffic loads.

The Contractor shall design plates for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual.

For the minimum thickness of plates refer to Table 7-10.5.3(A):

Table 7-10.5.3(A) - Trench Width/Minimum Plate Thickness

Trench Width	Minimum Plate Thickness
10"	1/2"
1'-11"	3/4"
2'-7"	7/8"
3'-5"	1"
5'-3"	1 1/4"

For spans greater than 5'-3", submit a structural design prepared by a California Registered Civil Engineer to the Engineer.

The surface of the plates shall be skid-resistant with a nominal Coefficient of Friction (COF) of 0.35 as determined by California Test Method 342.

The plates shall extend a minimum 12" beyond the edges of the trench.

Plates must provide complete coverage to prevent any person, bicycle, motorcycle, or motor vehicle from being endangered due to plate movement causing separations or gaps.

Install and secure plates against movement or displacement by using adjustable cleats, shims, welding, or other devices in a manner that will minimize noise.

The Contractor shall Install plates as follows:

Mill the pavement to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.

Alternative installation method may be submitted in accordance with 2-5.3, "Submittals" for the Engineer's approval.

The Contractor is responsible for maintenance of the plates and shoring, or any other approved device used to secure the plates. The Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Agency Representative, the Agency Code Enforcement or Police Department of a repair needed e.g., plate movement, noise, anchors, and asphalt ramps. Failure to respond to the emergency request within 2 hours will be grounds for Agency to perform necessary repairs that will be invoiced at actual cost including overhead or \$500 per incident, whichever is greater.

When plates are removed, the Contractor shall repair any damage to the pavement with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

Payment for Steel Plate Covers is included in the various bid items of work.

7-11 PATENT FEES AND ROYALTIES. *DELETE in its entirety and SUBSTITUTE with the following:*

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work and shall hold harmless, indemnify, and defend the Agency, the Engineer, the Agency Representative and each of their officers, employees, and agents from all claims, suits or actions of every nature for or on account of the use of any patented materials, equipment devices, or processes. To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the case of any such claim, suit or action.

7-13 LAWS TO BE OBSERVED. *DELETE in its entirety and SUBSTITUTE with the following:*

The Contractor shall keep itself fully informed of all existing and future State and National laws and County and Municipal ordinances and regulations which in any manner affect those engaged or employed in the Work or the materials used in the Work or which in any way affect the conduct of the Work and of all such order and decrees of bodies or tribunals having any jurisdiction or authority in the Plans, Specifications, or Contract for the Work in

relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same to the Agency Representative in writing.

The Contractor shall at all times observe and comply with and shall cause all its agents, employees, and subcontractors to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees even though such requirements may not be specifically mentioned in the specifications or shown on the Plans, and shall hold harmless, indemnify, and defend the Agency, the Engineer, the Agency Representative and each of their officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself, its employees, its agents, or its subcontractors. To the maximum extent permitted by law, all obligations of the Contractor stated in 7-3.2 shall apply in the case of any such claim or liability.

As a material part of this Contract, Contractor's and subcontractors' owners and employees agree to be bound by and adhere to the Federal Department of Transportation (DOT) regulations found in Title 49 CFR 382. All Contractor's and subcontractors' owners and employees who are required to hold commercial licenses and/or who are in safety sensitive positions shall be subject to the provisions of the DOT regulations.

The Contractor shall comply with all applicable Federal laws, including those set forth in the Federal Requirements and Housing and Urban Development sections of these Special Provisions.

ADD:

7-14.1 Property Rights in Materials. Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or the soil, or after payment has been made for materials delivered to the site of the Work, or stored subject to or under the control of the Agency.

ADD:

7-14.2 Warranty of Title. No materials, supplies or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies, and equipment installed and incorporated in the Work and agrees upon completion of all Work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the Agency free from any claims, liens, encumbrances, or charges and further agrees that neither he nor any persons, firm, or corporation furnishing any material or labor for any work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies or of municipalities, the title of which is commonly retained by the utility company or the municipality. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the Agency.

The provisions of this subsection shall be physically inserted in all subcontracts and material contracts and notices of its provision shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

ADD:

7-15 CONTRACTOR'S RESPONSIBILITY FOR THE WORK. Until Acceptance of the Work, the Contractor shall have the responsibility, charge and care of the Work and of the materials to be used therein (including materials for which it has received partial payment or materials which have been furnished by the Agency) and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the material occasioned by any cause before its completion and acceptance and shall bear the expense thereof. Where necessary to protect the work or materials from damage, the Contractor shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the work or materials from damage. The suspension of the work from any cause whatsoever shall not relieve the Contractor of his responsibility for the work and materials as herein specified. If ordered by the Agency Representative, the Contractor shall at his expense properly store materials which have been partially paid for by the Agency or which have been furnished by the Agency. Such storage by the Contractor shall be on behalf of the Agency, the Agency shall at all times be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored, except on written authorization from the Agency.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act as though instructed to do so by the Agency.

ADD:

7-16 PROJECT RECORD DOCUMENTS.

7-16.1 Maintenance of Documents and Samples. The Contractor shall maintain one record copy of:

- a) Contract Drawings
- b) Specifications
- c) Addenda
- d) Change Orders and Other Modifications to the Contract
- e) Reviewed Shop Drawings, Product Data, Samples, and approved submittals
- f) Field Test Records
- g) Construction Schedules
- h) Manufacturer's Certificates

The Contractor shall maintain documents in clean, dry, legible condition and not used for construction purposes.

The Contractor shall keep Record Documents and samples accessible for inspection by Agency Representative. Applications for partial payment will not be approved if the Record Documents are not kept current. The Agency Representative must so verify prior to submittal of each Application for Payment.

ADD:

7-16.2 Recording. The Contractor shall record changes to the plans and discoveries of buried objects at the Work on Record Documents with red ball-point pen, label each Document "PROJECT RECORD" in large, printed letters, record information concurrently with construction progress, not conceal any work until required information is recorded and legibly mark each item on Contract Drawings and Shop Drawings to record actual construction, including:

- a) Measured depths of elements in relation to fixed datum point
- b) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements
- c) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction
- d) Field changes of dimension and detail
- e) Changes made by Contract modifications
- f) Details not on original Contract Drawings
- g) Previously unknown buried objects

The Contractor shall legibly mark each item to record actual construction, including:

- a) Manufacturer, Trade Name, and Catalog Number of each product actually installed, particularly optional items and substitute items
- b) Changes made by Addenda or modifications

The Contractor shall maintain other documents per requirements of individual specifications sections.

7-16.3 Submittals. At Contract closeout the Contractor shall deliver Record Documents and samples as specified in 7-16.1. Request for final payment will not be approved until all Record Documents have been delivered.

The submittals shall be transmitted with cover letter with signature of Contractor or authorized representative, listing date, project title and number, and number and title of each Record document.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

DELETE in its entirety, not part of this project.

SECTION 9 - MEASUREMENT AND PAYMENT

REVISE as follows:

9-2 LUMP SUM WORK. *DELETE 2nd paragraph in its entirety.*

ADD:

9-2.1 Detailed Schedule. The Contractor shall furnish the Agency a cost break-down for all Contract items. Cost break-down tables shall be submitted to the Agency Representative for acceptance within fifteen (15) days after award of Contract. Cost break-down tables will be approved, in writing, by the Agency Representative before any partial payment will be made for the applicable items involved.

The Contractor shall determine the quantities required to complete the Work shown on the Plans or requirements of each Work Order. The quantities and their values shall be included in the cost break-downs submitted to the Agency Representative for approval. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost break-downs submitted for approval.

The sum of the amounts for the line items of work listed in the cost break-down table for each item shall be equal to the contract unit price bid multiplied by the quantity used. Overhead and profit shall be included in each individual line item of work listed in a cost break-down table.

No adjustment in compensation will be made in the contract prices due to differences between the quantities shown in the cost break-downs furnished by the Contractor and the quantities shown on plans or specified by the Special Provisions.

Individual line-item values in the approved cost break-down tables will be used to determine partial payments during the progress of the Work and as the basis for calculating an adjustment in compensation for the contract items due to changes in line items of work ordered by the Engineer.

9-3 PAYMENT.

9-3.1 General. *ADD the following at the end of the 2nd paragraph:*

The cost of items of work not listed in the "Schedule of Work" in the Bidders Proposal shall be considered to be included in the cost of the other work that is listed and no additional compensation will be allowed therefor.

The Contractor shall furnish whatever quantities are actually needed to complete the Work, whether the quantities are more or less than the Work Order estimates at the unit prices bid. There is no guarantee that the total amount bid will be reached or exceeded.

ADD:

9-3.1.1 Application for Payment. The Contractor shall use the City of Irvine Certified Invoice for Progress Payment Form; furnished to the Contractor.

The Contractor shall type the required information, follow the schedule of work and bid prices in accepted Bidder's proposal for unit price contract, execute certification by signature of an authorized officer, use data from the accepted Schedule of Values, provide

dollar value in each column for each line item for portion of work performed, list each authorized Change Order number and dollar amount and adjusted Contract Price, and obtain the Agency Representative concurrence on invoiced amounts prior to submittal for payment.

The Contractor shall follow the following submittal procedures: Submit original and one (1) copy of each Application for Payment at times stipulated in 9-3.2; submit under transmittal letter; include submittal date, project title and number and submit updated Progress Schedule with Application for verification of progress. Incomplete application for payment will be rejected.

When Agency Representative requires substantiating information, the Contractor shall submit data justifying line-item amounts in question.

The Contractor shall provide one copy of data with cover letter for each copy of submittal, show application number and date, and line item by number and description.

9-3.2 Partial and Final Payment. *DELETE in their entirety 1st and 2nd paragraphs and SUBSTITUTE with the following:*

Payment for services will be made monthly on approved invoices, with payment terms of net thirty (30) days upon receipt of invoice. The Contractor shall submit invoices within fifteen (15) days from the end of each month on the form (Certified Invoice for Progress Payment) provided by the Agency. This estimate shall include the value of the total amount of the work completed by the Contractor during the calendar month previous to that in which the estimate is made.

When the Work has been completed to the satisfaction of the Engineer, the Contractor shall make a final estimate of the total amount of work done thereunder and the amount to be paid therefor under the terms of the Contract and shall certify to the Agency the amount of the final estimate. If the Agency finds the Work has been completed according to the Contract, the Agency will accept the work, and pay the entire sum so found to be due after deducting therefrom all previous payments. All prior progress estimates and payments shall be subject to correction in the final estimate and payment.

Interest penalties are not required on payment delays due to disagreement between the Agency and Contractor over the payment amount or other issues involving contract compliance.

It is mutually agreed between the parties to the Contract that no certificate given, or payment made under the Contract shall be conclusive evidence of performance of the Contract and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment and acceptance of the amount due for each Purchase Order under the Contract shall release the Agency, the Agency Representatives, the Engineer, and their consultants from any and all claims or liability arising out of the work associated with a particular Purchase Order under the Contract.

ADD:

9-3.2.1 Agency's Right to Withhold Certain Amounts and Make Application

Thereof. In addition to the amount which the Agency may retain under the above article on progress payments, the Agency may withhold a sufficient amount or amounts from any payment otherwise due to the Contractor as in the Agency's judgment may be necessary to cover:

- a) Payments which may be past due and payable for just claims against the Contractor or any subcontractors for labor or materials furnished in or about the performance of the Work on the project under this Contract.
- b) Estimated or actual costs for correcting defective work not remedied.
- c) Amounts claimed by the Agency as forfeiture due to delay or other offsets.
- d) Any other amounts the Agency is authorized to withhold under the Contract Documents or under applicable law.

The Agency may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing, the Agency shall be deemed the agent of the Contractor and any payments so made by the Agency shall be considered as a payment made under the Contract by the Agency to the Contractor, and the Agency shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The Agency will render to the Contractor a prior account of such funds disbursed on behalf of the Contractor.

ADD:

9-3.2.2 Substitution of Securities. Upon the Contractor's request, the Agency will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 22300 if the Contractor deposits in escrow with a bank acceptable to the Agency, securities eligible for the investment of State funds under Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:

- a) The Contractor shall bear the expense of the Agency and the Escrow Agent in connection with the escrow deposit made.
- b) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
- c) The Contractor shall enter into an escrow agreement satisfactory to the Agency, such agreement shall include provisions governing inter alia;
 - 1) The amount of securities to be deposited,
 - 2) The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,
 - 3) Conversion to cash to provide funds to meet defaults by the Contractor including, but not limited to, termination of the Contractor's control over the Work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the Contract,
 - 4) Decrease in value of securities on deposit, and
 - 5) The termination of the escrow upon completion of the Contract.

d) The Contractor shall obtain the written consent of the surety of such agreement.

9-3.4 Mobilization DELETE in its entirety and SUBSTITUTE with the following:

9-3.4.1 General. Mobilization shall consist of preparatory work and operations including, but not limited to those necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed, or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site.

Mobilization shall also include the cost, time, and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required for all non-working days during the course of construction. Contractor is responsible for securing an adequate storage site for equipment and materials.

The Contractor shall have on the work site at all times, as its agent, a competent English-speaking superintendent capable of reading and thoroughly understanding the plans, specifications, other related documents, and directions from Agency's Representative.

9-3.4.2 Measurement and Payment.

Payment for **Mobilization** shall be included in the unit price for all items on the bid schedule and shall include all costs for obtaining and paying for permits and business licenses as required from the City of Irvine. The City of Irvine will waive its permit fee.

Payment for **Obtaining Permits and Complying with Requirements** from Other Agencies beyond what is required by these specifications shall be reimbursed to the Contractor through the bid allowance for **Reimbursement of Cost Associated with Obtaining Permits or Coordinating with Other Agencies** per the Schedule of Work. No markups will be allowed on permit fees and other costs associated with obtaining and complying with permits or other agency requirements. Contractor shall submit proof of cost to City for approval of reimbursement amount.

ADD:

9-4 RESOLUTION OF CONSTRUCTION CLAIMS. Any claims submitted by the Contractor against the Agency for Work covered by this Contract in the amount of \$375,000 or less shall be subject to the procedures specified in Public Contract Code § 20104, *et seq.*

ADD:

9-5 PROMPT PAYMENT. In addition to requirements specified elsewhere, the following shall also apply: Subsection (f) of Section 20104.50 of the Public Contract Code, Article 1.7 of Part 3 of Division 2.

ARTICLE 1.7

§ 20104.50 Timely progress payments; legislative intent; interest; payment requests:

- a) It is the intent of the Legislature in enacting this section to require all local governments to pay their Contractors on time so that these Contractors can meet

their obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is instead a matter of statewide concern.

- b) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.
- c) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- d) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:
 - 1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
 - 2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
- e) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subsection (c).
- f) For purposes of this article:
 - 1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.
 - 2) A "progress payment" includes all payments due Contractors, except that portion of the final payment designated by the Contract as retention earnings.
 - 3) A payment request shall be considered properly executed if funds are available for payment for the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.
- g) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

TECHNICAL PROVISIONS

The following parts and sections of the Standard Specifications for Public Works Construction, 2015 edition, are amended by these Special Provisions.

PART 2 – CONSTRUCTION MATERIALS

SECTION 200 – Rock Materials

SECTION 201 – Concrete, Mortar, and Related Materials

SECTION 214 – Traffic Striping, Curb and Pavement Markings, and Pavement Markers

PART 3 – CONSTRUCTION METHODS

SECTION 300 – Earthwork

SECTION 302 – Roadway Surfacing

SECTION 303 – Concrete and Masonry Construction

SECTION 313 – Traffic Signing

PART 6 – TEMPORARY TRAFFIC CONTROL

SECTION 600 – Access

SECTION 601 – Work Area Traffic Control

PART 7 – STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

SECTION 701 – Construction

PART 2 - CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-1 ROCK PRODUCTS

200-1.4 Coarse Aggregate for Portland Cement Concrete. *ADD the following:*

The Cleanness Value requirement of Section 200-1.4 shall be replaced with the following:

<u>Tests</u>	<u>Test Method No.</u>	<u>Requirements</u>
Sand Equivalent	California 227	
Individual Test		70 Min*
Moving Average		75 Min*

200-1.5 Sand.

200-1.5.3 Sand for Portland Cement Concrete. *DELETE the sand equivalent requirement and replace with the following:*

<u>Tests</u>	<u>Test Method No.</u>	<u>Requirements</u>
Sand Equivalent	California 217	
Individual Test		70 Min*
Moving Average		75 Min*

* For 2500 or less class concrete, except concrete pavement, a minimum 65 Individual Test Result and a minimum 70 Moving Average will be acceptable if 17 mpa (2500 psi) 28-day strength criteria of Section 201-1.1.4 are met, at 150 mm (6") slump or greater. The EMA Materials Laboratory will make the testing and acceptance determination. Evaluation of Sand Equivalent and Cleanness Value shall conform to the provisions of Subsection 400-1.4.

200-2 UNTREATED BASE MATERIAL.

200-2.1 General. *ADD the following:*

Untreated base shall be Crushed Aggregate Base conforming to the requirements of Subsection 200-2.2 or shall be Class 2 Aggregate Base complying with the Caltrans Standard Specifications, Section 26-1.02B.

200-2.2 Crushed Aggregate Base. *DELETE footnote number 1 of Table 200-2.2.3 and replace with the following:*

The minimum R-value requirement will not be waived.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

REVISE as follows:

201-1 PORTLAND CEMENT CONCRETE.

201-1.1 Requirements.

201-1.1.1 General. *ADD the following:*

Prior to the start of construction, the Contractor shall furnish to the Engineer laboratory data for the particular mix design he will use. The data will include the following:

- A. A detailed concrete mix design including the type and amount of cement used; complete gradation and source of the aggregate used; the amount of water used and any proposed admixtures.
- B. Flexural strength test data for the same batch of concrete used in "A" above showing the compressive strength of the concrete at 3, 7, and 28 days.

DELETE the third paragraph and replace with the following:

No admixtures will be allowed unless approved in advance by the Engineer.

DELETE the fourth paragraph and replace with the following:

No rapid-hardening cement or reclaimed concrete material may be used.

201-1.1.2 Concrete Specified by Class and Alternate Class. *ADD the following to Table 201-1.1.2:*

Headwall, Concrete Class 560-C-3250

ADD the following:

The following concrete mix designs shall be used for the various corresponding flatwork:

Curb and Gutter and Sidewalk	520-C-3250
Concrete for Utility Adjustments	660-C-3750

201-1.2 Materials.

201-1.2.1 Portland Cement. *ADD the following:*

All cement to be used or furnished on this Project shall be Type V Portland Cement conforming to ASTM C150.

201-1.2.4 Chemical Admixtures. *DELETE Subsection in its entirety and replace with the following:*

No admixtures will be allowed unless approved in advance by the Engineer.

201-2.6 Reclaimed Concrete Material. *DELETE Subsection in its entirety and replace with the following:*

No reclaimed concrete material will be allowed.

201-1.4 Mixing.

201-1.4.1 General. *ADD the following to the end of the section:*

Mixed concrete delivered to the site shall be by Transit Mixer as called for in Section 201-1.4.3 "Transit Mixer" of the Standard Specifications.

201-2 REINFORCEMENT FOR CONCRETE.

201-2.2.1 Reinforcing Steel. *REVISE first paragraph of this SECTION as follows:*

All reinforcing steel for reinforced concrete construction shall be Grade 60 billet steel conforming to ASTM A-615.

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

214-1 General. *ADD the following:*

Materials shall conform to the provisions of Section 82, "Signs and Markers", and Section 84, "Markings" of the Caltrans Standard Specifications, 2015 edition, and these Special Provisions.

Signing and Striping General Notes

- A. SIGNING AND STRIPING SHALL CONFORM TO PART 2 SIGNS & PART 3 MARKINGS OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) 2014 EDITION, AND ANY ADDENDUMS THERE TO OR LATEST EDITION, THESE PLANS AND SPECIAL PROVISIONS.
- B. DETAIL 9 LANE LINE STRIPING PATTERN IN PART 3 MARKINGS SHALL BE USED ON ALL MULTILANE STREETS REGARDLESS OF STREET DESIGN SPEED
- C. PAVEMENT LEGENDS SHALL MATCH THE CITY STENCILS
- D. ALL STRIPING AND PAVEMENT MARKINGS SHALL BE REFLECTORIZED AND APPLIED IN TWO COATS. A MINIMUM OF SEVEN DAYS SHALL BE PROVIDED BETWEEN FIRST AND SECOND COATS.
- E. ALL CONFLICTING STRIPINGS, PAVEMENT MARKINGS, AND CURB PAINT SHALL BE REMOVED BY WET SANDBLASTING OR OTHER APPROVED METHOD PRIOR TO INSTALLATION OF NEW STRIPING. ALL CONFLICTING RAISED PAVEMENT MARKERS SHALL BE REMOVED.
- F. PAVEMENT THAT IS DAMAGED DUE TO REMOVAL OF MARKERS OR STRIPING SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY INSPECTOR.
- G. THE CONTRACTOR SHALL CONTACT THE CITY OF IRVINE INSPECTION SERVICES FOR INSPECTION 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
- H. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING WORK. IF CONDITIONS EXIST WHICH ARE CONTRARY TO THOSE SHOWN ON THESE PLANS, THE CITY OF IRVINE INSPECTION SERVICES SHALL BE NOTIFIED BEFORE PROCEEDING WITH WORK.
- I. ALL WORK SHALL CONFORM TO THE PLANS AND SPECIFICATIONS IN ALL RESPECTS AND SHALL BE SUBJECT TO APPROVAL BY THE CITY ENGINEER.
- J. ALL TRAFFIC CONTROL WORK FOR CONSTRUCTION SHALL CONFORM TO PART 6 - TEMPORARY TRAFFIC CONTROL OF THE CA MUTCD 2014 EDITION, -ANY ADDENDUMS THERE TO OR LATEST EDITION AND ALL O.S.H.A. REQUIREMENTS.
- K. THE CONTRACTOR SHALL HAVE ALL TRAFFIC CONTROL CONSTRUCTION SIGNS, DELINEATORS, ETC., PROPERLY INSTALLED PRIOR TO COMMENCING CONSTRUCTION.
- L. THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC CONTROL SIGNS, DELINEATORS, ETC., TO ENSURE PROPER FLOW AND SAFETY OF TRAFFIC WHILE WORKING IN THE STREET.
- M. ADDITIONAL TRAFFIC CONTROL DEVICES MAY BE REQUIRED IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL TRAFFIC CONTROL DEVICES REQUIRED BY THE CITY INSPECTOR / REPRESENTATIVE TO ASSURE PUBLIC SAFETY AT ALL TIMES.
- N. THE CONTRACTOR SHALL UTILIZE A FLAGMAN DURING CONSTRUCTION WORK AS DEEMED NECESSARY BY THE CITY INSPECTOR.
- O. ARROW BOARDS SHALL BE USED ON ANY LANE CLOSURE ON ARTERIAL STREETS.
- P. STRIPING SHALL BE CAT TRACKED AND APPROVED BY THE CITY INSPECTOR PRIOR TO FINAL INSTALLATION.

- Q. CROSSWALK SHALL CONFORM TO THE CITY OF IRVINE STANDARD PLAN NO. 203.
- R. ALL SIGN FACE REFLECTIVE SHEETING SHALL BE HIGH INTENSITY GRADE WITH PROTECTIVE OVERLAY FILM.
- S. ALL SIGNPOSTS SHALL BE 4"X4" REDWOOD STAINED "IRVINE BROWN" PER THE CITY OF IRVINE REQUIREMENTS. CITY OF IRVINE SPECIAL SIGN R26EB SIGN
- T. SHALL BE INSTALLED ON "U" CHANNEL POST OR ON STREET LIGHT POLE.
- U. ADVANCED STREET NAME SIGNS AND STREET NAME SIGNS SHALL BE SILVER LETTERS WITH "IRVINE BROWN" BACKGROUND.
- V. BLUE RAISED REFLECTIVE PAVEMENT MARKER SHALL BE INSTALLED ADJACENT TO ALL EXISTING FIRE HYDRANTS IN ACCORDANCE WITH CA MUTCD 2014 EDITION.

REVISE as follows:

214-4 PAINT FOR STRIPING AND MARKINGS.

214-4.1 General. *MODIFY to ADD the following:*

All paint, beads, and other materials used in painting traffic stripes and markings shall conform to the requirements of the State Standard Specifications, Section 84 and all other applicable sections. Certificates of Compliance for each material shall be submitted prior to use on this Contract.

214-5 THERMOPLASTIC MATERIAL FOR TRAFFIC STRIPING AND MARKINGS.

214-5.1 General. *After the first paragraph, ADD the following:*

Green thermoplastic material must be PreMark ViziGrip as manufactured by Ennis-Flint. You may obtain PreMark ViziGrip from the manufacturer:

ENNIS-FLINT
 115 TODD COURT
 THOMASVILLE, NC 27360
<http://www.ennisflintamericas.com/>
 (800) 331-8118

214-6 PAVEMENT MARKERS. *MODIFY to ADD the following:*

All pavement markers, and other materials used in painting traffic stripes and markings shall conform to the requirements of the State Standard Specifications, Section 81, Section 84 and all other applicable sections. Certificates of Compliance for each material shall be submitted prior to use on this Contract.

214-6.1 Types of Markers. *MODIFY to ADD the following:*

Reflective pavement markers shall conform to the following:

- a) Type B, 2-Way Clear Reflective Markers shall be Model 290-2W as manufactured by 3M Company or approved equal.
- b) Type C, 2-Way Red-Clear Reflective Markers shall be Model 290-WR as manufactured by 3M Company or approved equal.
- c) Type D, 2-Way Yellow Reflective Markers shall be Model 291-2Y as manufactured by 3M Company or approved equal.
- d) Type G, 1-Way Clear Reflective Markers shall be Model 290-W as manufactured by 3M Company or approved equal.

- e) Type H, 1-Way Yellow Reflective Markers shall be Model 291-Y as manufactured by 3M Company or approved equal.
- f) Type I, Blue - 2-Way Blue Reflective Markers shall be Model 295-2B as manufactured by 3M Company or approved equal.

PART 3 - CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General. *ADD the following:*

The Contractor shall scan the work area using a metal detector of adequate strength prior to any saw cutting, or excavation of the existing pavement. The Contractor shall be responsible for locating and protecting manhole, water valve, utility access frames and covers or other metal appurtenances buried below the existing pavement surface whether shown on the plans or not.

All existing asphalt concrete pavement that is to be joined by new construction shall be sawcut in a straight line. The Contractor shall not disturb or damage existing improvements to be protected in place. Any damage done by the Contractor and/or its equipment shall be repaired or replaced as called out in Section 7-9 of the Standard Specifications at Contractor's expense. The Contractor shall call USA prior to excavation and shall "pothole" existing utilities that fall within the proposed pavement "dig-out" areas to determine their depth.

AC pavement shall be sawcut to full depth around entire joint perimeter. Removal of existing pavement sections shall be to the depth required for construction of the replacement roadway sections as shown on the plans and will include the removal of existing AC pavement, cement treated base and/or aggregate base. All removed material becomes the property of the Contractor and shall be hauled away and legally disposed of properly outside of the roadway right of way.

No crushing operations by Contractor will be allowed at the job site or within the Irvine City limits. Contractor shall price the unclassified excavation and other related bid items accordingly.

Clearing and grubbing shall include but not be limited to the following:

- A. Demolition and removal of existing turf, existing shrubs, trees, and groundcovers at the median islands and elsewhere as needed to complete the construction as indicated on the Plans. Scrape off turf at finished grade and dispose of offsite. All items noted for removal shall become the property of the Contractor unless otherwise noted.
- B. All items to be removed shall be verified by the inspector prior to demolition. The contractor shall meet with the inspector prior to clearing and grubbing.
- C. All items to be removed shall be marked by the contractor prior to inspection and removal.
- D. The Contractor shall exercise extreme caution while excavating due to underground utilities. Call dig alert for verification before digging. Work may require alternate less efficient means and methods in order to protect utilities.
- E. The Contractor shall protect in place all trees and shrubs, unless indicated otherwise. Contractor shall repair lawn, artificial turf, curbs, signs, private sprinkler and irrigation systems, plants, shrubs, and trees, and any other private improvements outside of the project right of way that may have been damaged due to contractor's operations. Payment for the protection and/or restoration of

Private landscaping and irrigation systems shall be included in the various items of Works and the City will make no separate payment for that effort.

- F. All demolition, unless shown as salvaged and construction debris shall be removed from the site and delivered to a legal recycler dump site. Contractor to provide receipts for dumping or recycling sites fees.
- G. Dust shall be controlled by watering.

300-1.1.2 Prune/Remove Existing Roots *ADD in its entirety:*

All roots shall be cut clean with a mechanical root cutting machine designed for such purposes, a sharp saw / or hand pruners. Trenching machines, backhoes, and axes are not allowed in root pruning operations. Trenching around existing trees and roots shall be done by hand without the use of power tools unless specifically directed by the City. No more than ¼ the tree's root system shall be removed without permission from the City Arborist.

Wherever tree roots are present within 12" of new concrete to be placed, the Contractor shall immediately notify the City Representative of the presence of tree roots. Upon notification, the City shall coordinate to have the tree inspected to determine whether the tree roots can be safely pruned without jeopardizing the health of the tree.

Once approved by the City's Arborist, the Contractor shall be responsible for performing root pruning to a depth of 12 inches below the PCC improvements and directly adjacent to the area for removal. Damage to irrigation systems or other improvements caused by root pruning or demolition shall be completely repaired prior to placement of new concrete. All costs for repairing damages shall be the sole responsibility of the Contractor and no separate compensation will be allowed.

Root pruning on the surface roots shall only occur if the surrounding surface cannot be raised and with the approval of the City. No root pruning shall occur within 5' of the root ball crown without the approval of the City.

300-1.1.3 Tree Protection *ADD in its entirety:*

The Contractor shall not store materials, or operate heavy equipment, or vehicles within (10) feet of trunks of existing trees to remain. The Contractor shall not operate heavy equipment within ten (10) feet of trunks of existing trees.

300-1.1.4 Tree Removal *ADD in its entirety:*

Tree removal of any caliper size shall conform to the requirements of section 300-1 of the Standard Specifications.

Measurement & Payment for REMOVE EXISTING TREE AND ROOTS (24" AND LESS DIAMETER, AND GREATER THAN 24" DIAMETER) shall be at the unit price per **Each (EA)** and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to the removal of tree stump and roots, root barriers, guy wires, tree wells, stakes and hauling and disposal any other items or work necessary for tree removal as shown on the plans, or as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer. No additional compensation will be allowed therefor.

300-1.3 Removal and Disposal of Materials

300-1.3.1 General. *After the last paragraph, ADD the following text:*

All soils and materials are subject to testing by the City.

300-1.3.2 Requirements. *after paragraph a), ADD the following text:*

Contractor shall scan the work area using a metal detector of adequate strength prior to any saw cutting, excavation or cold-planing of the existing pavement. Contractor shall be responsible for locating and protecting manhole, water valve, utility access frames and covers or other metal appurtenances buried below the existing pavement surface whether shown on the plans or not.

All existing asphalt concrete pavement that is to be joined by new construction shall be sawcut in a straight line. The Contractor shall not disturb or damage existing improvements to be protected in place. Any damage done by Contractor and/or its equipment shall be repaired or replaced as called out in Section 7-9 of the Standard Specifications at Contractor's expense. The Contractor shall call Underground Service Alert of Southern California [USA] at 811 prior to excavation and shall "pothole" existing utilities as necessary or as required by Utility Owner to determine their depth to avoid damaging said utilities.

AC pavement shall be saw cut to full depth around entire joint perimeter. Removal of existing pavement sections shall be to the depth required for construction of the replacement roadway sections as shown on the plans and will include the removal of existing AC pavement, cement treated base and/or aggregate base. All removed material becomes the property of the Contractor and shall be hauled away and legally disposed of properly outside of the roadway right of way.

Contractor shall remove slurry/asphalt concrete buildup on the existing gutter lip to the satisfaction of the owner's representative.

No crushing operations by Contractor will be allowed at the job site or within the Irvine City limits. Contractor shall price the unclassified excavation and other related bid items accordingly.

After paragraph c), ADD the following text:

In addition to previously noted items, the following items of work are included in the site removals, clearing, and grubbing:

- All items requiring removal which are not specifically identified in another bid item
- Removal of excess spoil from AC milling, excavation, disposal of debris, shrubs, rubbish and excess material away from site and disposal and payment of all required fees at a licensed disposal site.
- Maintaining dust control at all times by watering.
- Removal and disposal of any additional items not specifically mentioned herein, which may be found within the work limits or are shown on the plans to be removed.
- Removal and disposal of unnamed concrete improvements.
- Restoration and clean-up of the site.

- Providing for traffic control and maintenance of access, security and safety including signs, barricades, flashers, covers, plates and chain link fencing as specified elsewhere in these specifications.
- Protecting in place of existing improvements and utilities.
Providing all necessary means to avoid tracking of asphaltic material on existing or new asphalt pavement during paving operations including landscaped and hardscaped facilities.
- Removing and relocating all sprinkler lines, heads, valves, etc. interfering with construction of improvements where new sidewalk is constructed (not including those called out to be removed in the media).

Removal and replacement of curb or curb and gutter shall be minimum 8 feet in length and shall span beyond any existing crack or to any joint within 8 feet of the minimum length span. If joins between existing and replaced spans are made with a dowel epoxied in place or with an epoxy joint, then the existing adjacent minimum length to crack or joint may be reduced to 3 feet.

All materials removed will be lawfully disposed of at a site secured by the Contractor. The Contractor will make every effort to recycle excavated and demolition materials. The Contractor will provide the Engineer with a letter indicating the final disposition of all excavated and demolition materials from the project within five (5) working days after project completion

No excavated or demolition materials will be left in the public right of way overnight without AGENCY approval.

All existing improvements to be joined shall be cut in a clean straight line along the join line by use of a concrete cutting saw. Compensation for this requirement shall be considered as included in the price bid in the proposal form and no additional compensation will be allowed therefor.

Sawcutting shall consist of cutting existing Portland cement concrete and Asphalt Concrete to facilitate its removal. Cutting shall be accomplished by the use of a power-driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. Under this item, the use of a grinder will not be allowed in lieu of power-driven saw. Residue from sawcutting shall be vacuumed up while sawcutting.

300-1.4 Payment *After the last paragraph, ADD the following:*

Measurement & Payment for CLEARING AND GRUBBING shall be considered as included in the unit prices bid for other items of work and no separate compensation shall be allowed therefor. Compensation shall include furnishing all labor, materials, and equipment required to complete the work in conformance with the plans and these special provisions. No additional compensation will be allowed therefor.

Measurement & Payment for REMOVE/DISPOSE CURB & GUTTER (up to 400 LF, and 400 LF or more), REMOVE CURB, REMOVE RETAINING CURB, REMOVE EXISTING BLOCK WALL INCLUDING FOUNDATION AND CONCRETE PAD, and REMOVE CONCRETE BAND/MOW CURB shall be at the contract unit price bid per **Linear Foot (LF)**, as measured in the field, and shall be considered full compensation

for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, construction staging/sequencing, quality control/quality assurance, layout, sawcutting, breaking, excavation, curb/gutter/block wall/mow curb removal, plating, haul away, proper disposal of excess materials at a legal disposal site, backfill, grading, compaction and restoration of disturbed areas, and cleanup as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as approved by the Engineer, and no additional compensation will be allowed therefor.

Measurement & Payment for REMOVE/DISPOSE EXISTING PCC CURB RETURN INCLUDING ACCESS RAMP AND SPANDREL (up to 1,200 SF, and 1,200 or more SF), and CONSTRUCT PCC CURB RETURN INCLUDING ACCESS RAMP AND SPANDREL (up to 1,200 SF, and 1,200 or more SF), will be at the contract unit price bid per **SQUARE FEET (SF)**, as identified in the field to include curb and gutter and spandrel within the ramp wing limits as well as the concrete flatwork and hardscape within the BCR to ECR of the curb return, and shall be considered full compensation for furnishing labor, materials, equipment, and disposal to sawcut, remove, and dispose of existing improvements, subgrade prep, forming, re-construction of the curb and gutter and spandrel within the curb ramp limits, removal of flatwork within the BCR/ECR, installation of truncated dome system, infill of the two (2) foot to (4) foot wide full-depth AC pavement adjacent to the proposed concrete improvement within the ramp limits, repairing or relocating irrigation system, repairing planting/landscaping material, and no additional compensation will be allowed therefor.

Measurement & Payment for GRIND CONCRETE WALK FLUSH WITH ADJACENT SURFACE will be at the contract unit price bid per **Square Foot (SF)**, as measured in the field, and shall be considered full compensation for furnishing labor, materials, equipment, and disposal to grind the noted area of sidewalk (full width of the uplifted walk) including cleanup/dispose of any debris and no additional compensation will be allowed therefor.

Measurement & Payment for REMOVE 4-INCH STEEL POST WITH CONCRETE FOOTING will be at the contract unit price bid per **Each (EA)** and shall be considered full compensation for furnishing all labor, materials, and equipment required to complete the removal of the 4-inch concrete-filled steel posts and 12-inch diameter by 24-inch-deep concrete footings including backfill and compaction of the holes to match existing grade, and no additional compensation will be allowed therefor.

Measurement & Payment for REMOVE/DISPOSE SIDEWALK (up to 2,000 SF and 2,000 SF or more), REMOVE/DISPOSE ACCESS RAMP, REMOVE/DISPOSE DRIVEWAY, and REMOVE/DISPOSE RIBBON GUTTER will be at the contract unit price bid per **Square Foot (SF)**, as measured in the field, and shall be considered full compensation for furnishing all labor, materials, and equipment required to complete the sawcutting, removal, haul away and disposal, grading within limits of removal, plating and all efforts required to maintain accessibility and protect the public. No additional compensation will be allowed therefor.

Measurement & Payment for REMOVE/DISPOSE EXISTING CURB DRAIN will be at the contract unit price bid per **Linear Foot (LF)**, as measured in the field, and shall be

considered full compensation for furnishing all labor, materials, and equipment required to complete the removal, haul away and disposal. No additional compensation will be allowed therefor.

Measurement & Payment for **ADJUST 24-INCH GRATED INLET TO GRADE** will be at the contract unit price bid per **Each (EA)** and shall be considered full compensation for furnishing all labor, materials, and equipment required to complete the adjustment. No additional compensation will be allowed therefor.

300-2 UNCLASSIFIED EXCAVATION

300-2.8 Measurement. *After the last paragraph, ADD the following:*

Measurement for Unclassified Excavation will be based on field measurements and calculated using the average end area method.

302-2.0 Payment *After the last paragraph, ADD the following:*

Payment for **UNCLASSIFIED EXCAVATION** will be at the contract unit price bid per **CUBIC YARD (CY)**, field measured and calculated using the average end area method and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved, including excavation of all surfacing, saw-cutting, base and subgrade materials to the lines and grades shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

SECTION 302 – ROADWAY SURFACING

302-5 ASPHALT CONCRETE (AC) PAVEMENT

302-5.1 General. After the last paragraph, *ADD the following:*
All soils and materials are subject to testing by AGENCY.

The asphalt concrete design mix shall be per Section 203-6 Asphalt Concrete and shall be submitted for approval by the City a minimum of two weeks prior to the start of AC construction.

302-5.9 Measurement and Payment. *After the last paragraph, ADD the following text:* Measurement and Payment for **ASPHALT CONCRETE PAVEMENT (Up to 6” Thick Section, and Greater than 6” Thick Section)** shall be made at the contract unit price bid per **Square Foot (SF)**, based on installed amount and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, certified weigh tickets, subgrade and surface preparation, weed kill, placing tack coat and sealing existing cracks, placing, rolling, testing and protecting asphalt concrete, and removals, and disposal as shown on the Plans, or as specified in the Standard Specifications and these Special Provisions, and as approved by the Engineer. No additional compensation will be allowed therefor.

The Contractor shall furnish to the Owner’s Representative a legible copy of a licensed weighmaster’s certificate showing net weight of asphalt concrete in each truck load. The labeled certificate must be delivered to the Owner’s Representative on site on the same day that the asphalt concrete is delivered. If any of these conditions are not met, the City will not allow payment for the certificates. The compaction after rolling shall have a relative compaction of 95%.

The City will not compensate the Contractor for any additional costs incurred by change or lack of availability of asphalt binders.

Temporary asphalt concrete work, where required by the Engineer for traffic control or other purposes as indicated on the project stage construction plans, shall be considered included in the lump sum price bid for Traffic Control and no additional compensation will be allowed therefor.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

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

303-5.1 Requirements

303-5.1.1 General. *ADD the following:*

Sidewalk and curb access ramps shall be opened to pedestrian access on the day following concrete placement. In addition, all forms shall be removed, irrigation systems shall be repaired, and backfill or patch back shall be placed within 72 hours following concrete placement.

303-5.1.1.1 Curb and Gutter

Concrete Curb and Gutter shall be constructed to the line and grades shown on the plans or as ordered by the Engineer. Existing curb and gutter to be joined shall be sawcut on a neat, straight line at the join location. Curb and gutter construction shall occur prior to all cold milling and paving operations.

303-5.1.1.2 Retaining Curb and Slough Wall

Concrete Retaining Curbs and Slough Walls shall be constructed to the line and grades shown on the plans or as ordered by the Engineer.

303-5.1.1.3 Sidewalk

Concrete sidewalk shall conform to the City of Irvine Std. Plan No. 201.

Concrete sidewalk shall be constructed to the line, grades and designs shown on the plans or as ordered by the Engineer. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

This work item shall also include all necessary natural ground and miscellaneous excavation, removal and export as may be required to install the new 4" PCC Sidewalk and necessary irrigation system modifications, protection and adjustments that may be required. The Contractor shall also be required to conduct all necessary grading at the new back of walk in order to ensure that full ADA compliance is achieved within the new sidewalk areas.

303-5.1.1.4 Curb Ramps

Concrete Curb Ramps within the City of Irvine shall be constructed per City of Irvine Std. Plan No. 202.

Curb and Gutter within the ramp limits shall be paid for under the respective curb and gutter bid item, and shall not be included in the unit bid price for the curb ramp construction.

All work including the ramp and adjacent sidewalk behind the back of curb between the Beginning of Curb Return (BCR) and End of Curb Return (ECR) at the corner, including any retaining curb required and adjustment of existing traffic signal and utility pull boxes, shall be considered as part of the curb ramp construction.

Concrete Curb Ramps shall be constructed to the line, grades and designs shown on the plans or as directed by the Engineer. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. All sawcut locations along existing cross gutters shall be cut in a curve conforming to the existing curb return and shall be cut at a set offset from the flow line as approved by the City Engineer. The flow line shall be Maintained, ensuring that ponding does not occur in the existing cross gutter.

Any and all Traffic Signal, or utility appurtenances falling within the limits of curb ramp construction shall be adjusted to the finished grade of the new curb ramp and shall be included in the base unit price per ramp unless otherwise noted on the plans. Additionally, all pedestrian push button poles, traffic signal poles and other surface mounted appurtenances shall be protected in place and/or re-attached as part of this bid item. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

All water or gas valve can and lids within curb ramp limits shall also be adjusted to the finished grade of the new curb ramp and shall be paid for per the unit price for each respective bid item.

The City Engineer shall have final say regarding the case and type of curb ramp to be installed and shall retain the right to revise the ramp designation at any point prior to construction.

303-5.1.1.5 Detectable Warning System

Additionally, all curb ramps shall have a detectable warning surface that extends the full width of the ramp and 3 feet minimum length. The finished surfaces of the detectable warning surface shall be free from blemishes.

The detectable warning surface in the City of Irvine shall be in conformance with the requirements in the City of Irvine Standard Plan No. 202. The detectable warning surface required for new PCC curb ramps shall be cast-in-place manufactured by Armorcast Products Company, (818) 982-3600, www.armorcastprod.com or approved equal. The Detectable Warning Surface for Retrofit Installations shall be Flexible Detectable Warning Surface Manufactured by Detectable Warning Systems INC, (866) 999-7452, www.detectable-warning.com or Manufactured by Armorcast Products Company or approved equal. The color shall be black, and shall be 4' x 3'. The truncated dome mat shall be installed across the entire width of the bottom of the access ramp and shall be installed per the manufacturer's installation recommendations, per City of Irvine Standard Plan 202, as directed by the Engineer.

Both retrofit and new ramp construction shall receive wet-set truncated domes. For ramps designated for retrofit of a truncated dome system, the Contractor shall sawcut the necessary amount of underlying PCC concrete, pour a new surface with a 0" lip at the flowline and install the required wet set truncated domes per City standards.

At a minimum, the Contractor shall adhere to the truncated dome mat manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area for both agencies.

303-5.1.3 Driveway Entrances. *REPLACE the 3rd paragraph with the following:*

All driveways including sidewalks across the driveways, and depressed curb and gutter within the City right of way shall be constructed of 8" thick concrete over 6" crushed aggregate base or crushed miscellaneous base.

303-5.9 Measurement and Payment. *ADD the following:*

Measurement & Payment for CONSTRUCT 4" CONCRETE SIDEWALK (up to 2,000 SF and 2,000 SF or more) shall be made at the contract unit price per **Square Foot (SF)**, as field measured and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved but not limited to, maintaining temporary pedestrian access, excavation and backfill, root pruning, disposal, subgrade preparation, grading, forming, utility modifications and adjustment of pull boxes and valve cans, concrete installation, concrete protection and replacement of damaged or marked concrete and grading to daylight (4:1 max slope) as shown on the Plans and as detailed by City of Irvine Standard Plan 201, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

Measurement & Payment for CONSTRUCT MODIFIED TYPE I-A DRIVEWAY and CONSTRUCT VARIABLE DEPTH PCC PAVEMENT shall be made at the contract unit price bid per **Square Foot (SF)**, as field measured and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved, complete in place, conforming to the requirements herein, including but not limited to, construction staging to maintain temporary pedestrian and vehicle access, saw cutting, removal and disposal of the existing improvements, grading, excavation and backfill, rooting pruning, disposal, subgrade preparation, forming, adjustment of pull boxes and valve cans, aggregate base, concrete installation, concrete protection and replacement of damaged or marked concrete, joining into adjacent curb and gutter, construction and joining into adjacent sidewalk as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

Measurement & Payment for CONSTRUCT TYPE B-6 CURB, TYPE A-2 CURB AND GUTTER, and TYPE D CURB AND GUTTER (up to 400 LF and 400 LF and more) shall be made at the contract unit price bid per **Linear Foot (LF)**, as field measured and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, grading, excavation, root pruning, subgrade preparation, forming, concrete installation, concrete protection and replacement of damaged or marked concrete. No additional compensation will be allowed therefor.

Measurement & Payment for CONSTRUCT CONCRETE RETAINING CURB, CONSTRUCT RETAINING WALL (TYPE 7A), and CONSTRUCT CONCRETE SLOUGH WALL shall be made at the contract unit price per **Linear Foot (LF)**, as field measured and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to structure excavation, root pruning, disposal, subgrade preparation, grading, forming, installation of steel reinforcement, concrete installation, concrete protection and replacement of damaged or marked concrete, structure backfill and infill and grading to daylight (4:1 max slope),

as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

Measurement & Payment for CONSTRUCT CONCRETE RIBBON GUTTER/SWALE shall be made at the contract unit price bid per **Square Foot (SF)**, as field measured to modify OCPW Standard 122-2-OC and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to saw cutting, removal, haul away disposal and grading, excavation, disposal, subgrade preparation, grading, root pruning, forming, concrete installation, any necessary plating, concrete protection and replacement of damaged or marked concrete. No additional compensation will be allowed therefor.

Measurement & Payment for CONSTRUCT MODIFIED LOCAL DEPRESSION shall be made at the contract unit price bid per **Each (EA)** per the line, grade, dimensions, and limits shown on the contract plans, and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, submittals, testing, acceptance, construction staging/sequencing, quality control/quality assurance, layout saw cutting, breaking, excavation, shoring, stormwater diversion, pumping, removals, storage, haul away and disposal of existing spoils, backfill, compaction and restoration of disturbed areas, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and no additional compensation will be allowed therefor.

Measurement & Payment for INSTALL DETECTABLE WARNING SURFACE SYSTEM & CONSTRUCT 0" CURB FACE AT EXISTING RAMP will be at the contract unit price bid per **Square Foot (SF)**, as measured in the field, and shall be considered full compensation for furnishing labor, materials, equipment, and disposal to sawcut, remove and dispose of existing improvements (area of dome and adjoining curb and gutter), subgrade prep, forming, construction of the curb and gutter within the limits of the ramp to 5% max, installation of truncated dome system, finishing of 0" curb face, infill of the two (2) foot to (4) foot wide full-depth AC pavement adjacent to the proposed concrete improvement within the ramp limits, repairing or relocating irrigation system, repairing planting/landscaping material, and no additional compensation will be allowed therefor.

Measurement & Payment for CONSTRUCT CURB DRAIN and CONSTRUCT PARKWAY DRAIN shall be at the contract unit price bid per **Each (EA)** and shall be considered full compensation for furnishing all labor, materials, and equipment required to complete the work per City of Irvine Standard Plan 305 for constructing new Sidewalk Curb Drain, and per SPPWC Standard Plan 151-3, Inlet Type 2, S=48" for constructing new Parkway Drain. No additional compensation will be allowed therefor.

The cost for **PAVEMENT STRIPING, MARKINGS, AND CURB PAINT** shall be as included in the various items of Work and no additional compensation will be allowed therefor. This includes furnishing all labor, materials, tools, equipment, and incidentals necessary to repaint existing pavement striping, curb paint, and markings in kind that may have been removed or damaged during construction. This work also includes the

installation and removal of temporary “no parking” signs, curb cleaning and surface preparation, layout, protection of surrounding surfaces and objects, paint application, protection of painted surfaces, cleanup, disposal of all materials, and all other incidental work required to replace all pavement striping, markings, and curb paint.

SECTION 313 – TRAFFIC SIGNING

313-1 GENERAL. *ADD the following text:*

The Contractor shall furnish and install signs as noted on the Plans, shall protect-in-place existing signs and posts which are not to be removed and shall replace any of these signs which are damaged during construction.

Posts shall be installed in driven post anchors per the manufacturer's specifications. New signs shall be installed on 10-foot posts, except a longer post shall be used if necessary to maintain a 7-foot vertical clearance from the bottom of the lowest sign to the top of the surrounding surface in pedestrian areas. Signposts shall be installed a minimum of 6 feet from power poles, fire hydrants, and other obstructions.

If the anchor and sleeve are installed in a median island with decorative paving, a concrete or decorative sidewalk area:

A 4-inch diameter Schedule 40 PVC sleeve shall be installed prior to placement of the new decorative paving.

On existing pavement, install a 4-inch diameter Scheduled 40 PVC sleeve by core drilling the pavement.

The length of the sleeve shall be the same as the thickness of the decorative paving or up to 1 inch greater. The sleeve shall be installed flush with the finish grade of the surrounding decorative paving. Back fill the annular void between the sleeve and signpost anchor with existing base material or sand to within 1" of the finished surface. Fill the final 1" with grout.

All signs to be salvaged, as called for on the Plans, shall be become property of the Contractor.

All posts driven signpost anchors shall be completely removed, and the signpost anchor assembly hole backfilled with clean fill dirt to match the existing surrounding grade (nonpaved areas only). Driven signpost anchors in sidewalk or pavement areas shall be completely removed and backfilled with grout to the level of the surrounding grade. Signposts with foundations in parkway area shall be completely removed and backfilled with clean fill dirt to match the grade of the surrounding area. Signposts located within sidewalk or other paved areas, shall core drill the sidewalk and remove the signpost to below sidewalk or paving then backfilled with concrete or paving material to match the existing.

Measurement & Payment for **RELOCATE SIGN & SIGNPOST** will be at the contract unit price bid per **EACH (EA)**, as field measured to modify City of Irvine Standard Plan 216A and shall be considered full compensation for furnishing all labor, materials, and equipment required to complete the relocations, including installing new footings or supports as required per each location and repairs/adjustments to existing landscape and irrigation systems necessitated by the move. No additional compensation will be allowed therefor.

PART 6 – TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

REVISE as follows:

600-2 VEHICULAR ACCESS. *DELETE in its entirety and SUBSTITUTE with the following:*

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is opened to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access.

Safe, adequate, continuous, and unobstructed vehicular access shall be maintained to fire hydrants, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, bus stops, hospitals, etc., unless otherwise approved by the Engineer.

During non-working hours or when work is not scheduled, all roadway lanes shall be returned to their full traffic use by backfilling and paving open trenches unless otherwise approved by the Engineer. At the end of the workday, the Contractor shall remove all Traffic Control Devices not in use.

The Contractor shall replace vehicle loop detectors damaged by the Contractor's operations, at its own expense within 24 hours of the damage. The Contractor shall replace existing loop detectors, shown on the plans to be replaced, within 24 hours from when they are removed from service.

Should the Contractor fail to replace the vehicle loop detectors within 24 hours from when they are damaged or removed from service, or the installed signal loops are not functional, the Agency, at its option and at the Contractor's sole cost and expense, may install such temporary detection methods as may be necessary. The Agency will deduct cost of such work from any monies due the Contractor. Failure of the Agency, however, to install such temporary detection methods, shall not relieve the Contractor of his full responsibility for public safety per 7-10 of the Standard Specifications and the Special Provisions.

If the Contractor proposes temporary alternate detection methods, video or wireless, the Contractor shall provide submittals of the alternate methods for acceptance by the Engineer in accordance with 2-5.3 of the Standard Specifications and the Special Provisions. The cost for providing all temporary detection methods shall be as included in the various items of Work and no additional compensation will be allowed therefor.

600-3 PEDESTRIAN ACCESS. *DELETE in its entirety and SUBSTITUTE with the following:*

Safe, adequate, continuous and unobstructed pedestrian access shall be maintained to sidewalks, cross walks, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals, etc.,

unless other arrangements satisfactory to the Agency have been made by the Contractor and accepted by the Agency. Pedestrian access and paths shall meet federal, state, and Agency ADA requirements.

ADD:

600-4 CONSTRUCTION PARKING CONTROL. The Contractor shall control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, owner operations, or construction operations, and monitor parking or construction personnel private vehicles by maintaining free vehicular access to and through parking areas and prohibit parking on or adjacent to access roads, or in non-designated areas.

ADD:

600-5 SITE ACCESS. When entering or leaving roadways carrying public traffic, contractors' equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall comply with the following City of Irvine truck route restrictions:

DESIGNATED TRUCK ROUTES - ORD. NO. 92-09

<u>Name of Street</u>	<u>Portion Designated</u>
a) Alton Parkway	Sand Canyon Avenue to Irvine Boulevard
b) Bake Parkway	Rockfield Boulevard to easterly City limit
c) Barranca Parkway	Red Hill Avenue to Jamboree Road
d) Campus Drive	Jamboree Road to MacArthur Boulevard
e) Irvine Boulevard	Culver Drive to Jeffrey Road
f) Irvine Boulevard	Alton Parkway to easterly City limit
g) Jamboree Road	Warner Avenue to MacArthur Boulevard
h) Laguna Canyon Road	Alton Parkway to State Route 133
i) Laguna Freeway (133)	
j) MacArthur Boulevard	Daimler Street. to Campus Drive
k) MacArthur Boulevard	Jamboree Road to Ford Road
l) Main Street	Jamboree Road to westerly City limit
m) Red Hill Avenue	Barranca Parkway to San Diego Fwy. (I-405)
n) Rockfield Boulevard	Bake Parkway to easterly City limit
o) Sand Canyon Avenue	San Diego Fwy. (I-405) to northerly City limit
p) San Diego Fwy. (I-405)	
q) Santa Ana Fwy. (I-5)	

RESTRICTED ROUTES, SEVEN TON (14,000 POUNDS) GROSS WEIGHT - ORD. NOS. 92-09 AND 98-16

<u>Name of Street</u>	<u>Portion Designated</u>
a) Campus Drive	Jamboree Road to University Drive
b) Culver Drive	Santa Ana Fwy. (I-5) to northerly City limit

- c) Jeffrey Road Irvine Center Drive to Santa Ana Fwy. (I-5)
- d) Jeronimo Road Goodyear to 400 feet westerly of Bake Pkwy.
- e) Toledo Way Goodyear to 400 feet westerly of Bake Pkwy.
- f) Trabuco Road 400 feet easterly of the northbound Santa Ana Freeway off-ramp near Culver Drive and the easterly City limits
- g) Walnut Avenue Harvard Avenue to Culver Drive
- h) Harvard Avenue Walnut Avenue to Irvine Center Drive

THREE TON (6,000 POUNDS) GROSS WEIGHT - ORD. NO. 92-09

<u>Name of Street</u>	<u>Portion Designated</u>
a) Bonita Canyon Road/Shady Canyon	Newport Coast Drive to Sunnyhill
b) Culver Drive	Michelson Drive to Bonita Canyon Road
c) University Drive	Ridgeline Drive to Harvard Avenue

ADD:

600-6 DRIVEWAY ACCESS. The Contractor shall ensure continuous vehicular access is maintained from the public street to each property, at all times. When a property is served by a single driveway, construction will be limited to removal and replacement of one driveway half-width at a time, during work hours. When a property is served by more than one driveway, construction shall be staged to ensure one driveway remains open at all times. Work in front of or within driveways and side streets shall be conducted in a manner where at no time is access to property is denied. The Contractor shall replace all driveways and driveway half-widths within two (2) days of their removal. All completed driveways and completed portions of driveways that have not reached adequate strength to carry vehicular traffic within seven (7) days of their removal shall be steel plated per the requirements of section 7-10.5.3 “Steel Plate Covers” and opened to traffic until the concrete strength is adequate for removal of the steel plates. The Contractor shall use temporary AC surfacing at his own expense for traffic control as required to maintain traffic in a safe non-disruptive manner.

ADD:

600-7 PUBLIC NOTIFICATION.

The Contractor shall submit a draft version of a Construction Notice flyer for approval by the City at least two weeks prior to the first notification. The Notices/Flyers shall be hand delivered to all businesses and residents affected by a Purchase Order’s construction activities.

Weather resistant temporary “No Parking-No Driving” signs with the necessary dates/times, as required, shall be posted at least 72 hours in advance of the work on each street. The signs shall be placed no more than 150 feet apart on each side of the street and at shorter intervals if conditions warrant, as determined by the Engineer. These signs shall never be nailed or stapled to living trees. Signs that are removed by wind, vandals, or other reasons, before the re-opening of the street, shall be re-posted by the Contractor. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of

barricades, if necessary, for posting of the signs as applicable to each location. All signs shall be removed within 24 hours after work is complete. In the event that temporary no parking must be rescheduled due to weather conditions or other unforeseen circumstances, all signs shall be removed within two hours of notification by the Engineer and reposted per the requirements of this section.

The following information shall appear on each posted "No Parking" sign:

- a) Date(s) sign is in effect.
- b) Time-period sign is in effect.
- c) Reason for posting (such as asphalt paving, sidewalk installation, etc.).
- d) Signs shall not be posted on private property.
- e) Signs shall be posted within the parkway area or as close to the roadway as practical to remain within the City right of way.
- f) Signs may be posted on any light standard within the parkway, except that, in the absence of such items, signs shall be attached to traffic barricades.

Time period and/or date(s) appearing on the sign shall include **only** the period during which the operations are to occur. Signs shall not be reused for different locations. Unnecessary parking restrictions will not be allowed. Contractor shall obtain the Inspector's approval of information on the signs prior to posting.

All costs for posting and maintaining temporary "No Parking" signs shall be included in the various items for bid, and no additional compensation will be allowed therefor.

Upon receiving engineer's approval, existing parking restriction signs (due to street sweeping) adjacent to work areas receiving temporary "No Parking" signs may be covered to allow affected residence parking closer to their homes.

A minimum of ten (10) calendar days prior to starting scheduled work and re-scheduled work, the Contractor shall distribute to every residence and business affected by the work, an advisory note in the form of an 8-1/2" by 11" flyer. This flyer will be supplied by the City of Irvine, and Contractor is responsible for printing and reproduction, as needed. Under no circumstances will these fliers be deposited inside the mailboxes used by the U.S.P.S.

The Contractor shall provide the City Representative the list of streets that have received the 10-day advisory note for verification.

Forty-eight (48) hours prior to starting scheduled work and re-scheduled work, the Contractor shall distribute to every resident and business affected by the work an advisory notice in the form of a door-knob card. This notice shall include the date, starting time, approximate completion time, and telephone number of the City's Project Management Construction Hotline 949-724-6676. Should the City discover that the notice was not distributed in time, the City shall direct the Contractor to stop work for the balance of the day and remove all traffic control, including uncovering the raised pavement markers. If the Contractor fails to meet the notified schedule, he shall re-schedule the work and re-distribute the advisory notice. Under no circumstances will these advisory notices be deposited inside the Mailboxes used by the U.S.P.S.

The City or its representative may issue a "Stop Notice" at any time if the CONTRACTOR fails to meet any requirement of this section or any other section of the specifications. In the event City Representatives are required to correct any signing problems due to the Contractor's failure to adhere to this section, the costs of said work will be determined using overtime rates and shall be deducted from the final payment due the contractor.

Full compensation for conforming to the requirements for **PUBLIC NOTIFICATION**, including furnishing all labor, tools, equipment, materials, and incidentals required for doing all the work involved in furnishing and delivering the notices, as specified in these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract price paid for other items of work and no separate compensation will be allowed therefor.

SECTION 601 – WORK AREA TRAFFIC CONTROL

REVISE as follows:

601-1 GENERAL. *DELETE in its entirety and SUBSTITUTE with the following:*

The Contractor shall provide and maintain all construction area traffic controls in accordance with Part 6 of the Standard Specifications, the latest version of the (MUTCD), and Work Area Traffic Control Handbook (WATCH), and these Special Provisions.

Portable delineators (traffic cones are not allowed) which conform to the current California Manual of Uniform Traffic Control Devices (CA MUTCD) shall be spaced as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 50 feet. The minimum lane transitions shall be a 50 to 1 taper unless otherwise shown on the plans. Double base delineators will be required.

If the portable delineators are damaged, displaced or are not in an upright position, from any cause, said portable delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

Where construction detours and signing conflict with existing signing, the Contractor shall cover existing signs in a manner approved by the Agency's Representative. The Contractor shall also provide temporary traffic delineation per Section 602 at the conclusion of each working day, if not sooner, as approved by the Agency's Representative, for any centerline, painted median or lane line which is obliterated by construction.

The Contractor shall provide temporary delineation as directed/accepted. Temporary delineation shall include removal of conflicting markings by accepted means; installation and removal of temporary centerlines or lane lines, detour signing, barricading; and replacement of traffic lines and markings in their proper locations upon termination of the detour. Conflicting existing and temporary striping, as required for traffic control during construction, shall be removed by the Contractor by methods accepted by the Engineer. Blacking out the pavement will not be allowed. Temporary reflective striping tape may be used, except that it shall not be applied to final asphalt surfaces. Tape shall be removed from temporary surfaces prior to placement of additional asphalt.

The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices and shall furnish to the Agency's Representative, names, and telephone numbers of three persons responsible for this emergency service. In the event the Contractor does not promptly respond when notified, the Agency may make corrections at Contractor's expense.

Each workday, the Contractor shall ensure traffic control is in place prior to starting construction.

Should the Contractor appear, in the opinion of the Engineer, to be lacking in providing adequate warning devices and protective measures as above provided, the Engineer may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor, at his/her

expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate its obligation to furnish and pay for these devices.

The Contractor shall notify local Police and Fire Departments of its intent to begin work at each location at least ten (10) days before work is to begin. The Contractor shall cooperate with local authorities relative to handling traffic through the area. The Contractor shall also coordinate with OCTA to ensure the safe operation of buses and access to bus stops in the construction area.

No work that interferes with public traffic shall be performed except during the hours specified for lane closures 601-6.6.

Existing traffic loop detector replacement shall be required as necessary such that no traffic signal loop is out of operation at the end of the workday. The cost for providing all temporary traffic signal loop detectors shall be included into the various related items of work and no additional compensation will be allowed; this includes traffic signal loop detectors damaged by the Contractor's operations not designated for replacement in the contract plans.

Areas requiring edge cold mill shall be cold milled not more than three (3) Calendar Days prior to AC paving. Areas requiring dig outs shall be repaved and open for traffic at the end of the same day.

The Contractor shall maintain access to all driveways at all times.

The Contractor shall coordinate his weekly construction schedule to avoid conflicts with trash collection.

The Contractor shall research where schools may be impacted by the project. It shall be Contractor's responsibility to coordinate the work with each school administrative office and to maintain ingress-egress to the school parking area at all times.

The Contractor shall comply with all local sound and noise level rules, regulations, and ordinances which apply to all aspects of the work performed pursuant to this contract.

At the pre-construction meeting, Contractor shall provide the City with samples of the "No Parking-No Driving" signs to be posted on affected streets and the "48 Hour Door Card" Construction Notice to be delivered to residences on affected streets.

601-2 TRAFFIC CONTROL PLAN (TCP). *DELETE in their entirety 2nd, 3rd and 4th paragraphs and SUBSTITUTE with the following:*

The Contractor shall provide a Traffic Control Plan (TCP) based on WATCH Manual best practices for approval by the Agency prior to commencing each Work Order. For circumstances where typical traffic control measures cannot be utilized, the Agency may require a Traffic Control Plan (TCP) be prepared and submitted, stamped by a registered civil engineer in the State of California.

In such cases, the Contractor shall legibly indicate the following information on reproducible drawings:

- a) All lane closures and/or detours anticipated during construction.
- b) Temporary signage, striping and delineation.
- c) Special traffic control requirements.

The Contractor shall submit two (2) prints of approved drawings to Agency Representative and retain one (1) print at construction site.

601-3 PAYMENT. *MODIFY to ADD the following:*

Unless otherwise provided as a separate bid item, payment for labor, materials, and incidentals for **WORK AREA TRAFFIC CONTROL**, including TCP development and approvals, maintaining site access, electronic CMS (where required), flagging, giving advance written notices, and compliance with this section shall be considered as included in the prices bid for the various items of Work, and the City will make no additional payments therefor.

ADD:

601-4 STREET CLOSURE, DETOURS, BARRICADES. Unless shown on the plans, no street closure shall be allowed.

The Contractor shall construct the proposed improvements to minimize public inconvenience. The Contractor shall provide ADA accessible pedestrian detours around construction areas.

The Contractor shall have all Traffic Control Devices properly installed prior to commencing construction and shall maintain these devices to ensure proper flow and safety of traffic while working in the street.

The contractor shall be responsible for any additional Traffic Control Devices deemed necessary by the Engineer to assure public safety at all times.

ADD:

601-5 STORAGE OF EQUIPMENT. Unless otherwise authorized in writing by the Engineer, construction materials may not be stored in streets, roads, or highways beyond the end of each Working Day. No equipment shall be stored within limits of the acquired temporary construction easements at any time.

Construction equipment shall not be stored at the work site before its actual use on the Work nor for more than two (2) Calendar Days after it is no longer needed on the Work. Time necessary for repair or assembly of equipment may be authorized by the Agency.

Excavated materials, except that which is to be used as backfill in the adjacent trench, may not be stored in public streets, roads, temporary construction easements, or highway unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

The Contractor shall submit an equipment-staging plan for approval by the Engineer. The plan shall address the use of private property for the staging, unloading, loading, and storing of equipment. The Contractor shall obtain an agreement from private property owners prior to the start of the project. The agreement shall release and hold the Agency, the Engineer, the Agency Representative and their consultants harmless from claims for damages. Failure to file a plan or obtain written approval from private property owners is considered a breach of Contract and subject to all remedies and enforcement procedures specified in the Contract Documents.

ADD:

601-6 TRAFFIC REGULATIONS.

601-6.1 General. Furnish, install, and maintain Traffic Control Devices, equipment, materials, and other safeguards to provide safe and effective work areas, and to warn, control, protect and expedite vehicular and pedestrian traffic.

On daily basis, remove temporary traffic delineation, signage and other devices when no longer required. Restore areas to original or to specified conditions.

601-6.2 Related Requirements. Traffic control work and Traffic Control Devices for construction shall conform to the latest edition of:

- a) MUTCD
- b) Work Area Traffic Control Handbook (WATCH manual)
- c) Standard Specifications
- d) O.S.H.A. requirements
- e) California Vehicle Code

601-6.3 Construction Area Signs. The Contractor shall:

- a) Use only signs that conform to the dimension, color, legend, reflectorization and lighting requirements of the current WATCH, MUTCD and the Contract Documents.
- b) All sign panels shall be the product of a commercial sign manufacturer, but need not be new. Used sign panels clean and in good repair, as determined by the Agency Representative, may be used.
- c) Sign panels for portable signs may be metal, cotton drill fabric, flexible industrial nylon fabric or other approved fabric.
- d) Temporary stop signs shall have a minimum clearance of seven (7) ft. from bottom of sign to existing ground or pavement.
- e) Further requirements as discussed in the Contract Documents.

601-6.4 Flaggers. The Contractor shall provide flaggers as deemed necessary by the Engineer to give adequate warning to traffic or to the public of any dangerous conditions to be encountered, and employ only flaggers trained in flagging fundamentals and procedures referred to in the "Flagger Handbook" available on the Internet at the following website: http://www.dot.ca.gov/hq/construc/flagging/flagging_handbook.pdf.

Payment for flagging is considered as included in the various items of work and no additional compensation will be allowed therefor.

601-6.5 Temporary Closure of Existing Traffic Lanes. Unless the traffic control, working hours and lane requirements are modified in the Special Provisions, the following requirements shall be followed:

- a) When permitted by the Engineer, one (1) lane on each roadway adjacent to the working area may be closed to public traffic. Use of reflective or lighted traffic delineators to direct traffic away from excavations or other obstructions will be considered as a lane closure.
- b) A minimum of one (1) lane of traffic, twelve (12) feet wide, fourteen (14) feet wide if a lane is adjacent to an outside curb, in each direction, shall be maintained through the work area at all times.
- c) When work is in progress within three (3) feet of a lane being used by public traffic, Contractor shall close the lane adjacent to the work. Reflective or lighted traffic delineators shall be placed to direct public traffic around the construction area in accordance with the requirements of this section. During non-working hours or when work is not in progress, position and maintain reflective traffic delineators in the 1 to 1-1/2 foot width of the existing traffic lane adjacent to the work.
- d) On roads open to public travel, temporary lane closures are limited between the hours of 9:00 a.m. and 3:00 p.m. Closures of roads on Sundays, holidays, or between the hours of 3:00 p.m. and 9:00 a.m. are prohibited unless otherwise approved by the Engineer.

All Traffic Control Devices used between dusk and 6:00 a.m. shall be lighted or reflectorized. Agency approved arrow board(s) shall be used to direct public traffic on all roads.

Prior to the start of each workday, the Contractor shall perform all necessary work incidental to and commensurate with the proper signing, detouring, barricading, etc., that is required for that particular day's schedule of operations. No construction shall be permitted until such signing and detouring operations have been completed.

601-6.6 Working Hours.

Monday through Friday (daytime): 7:00 a.m. to to 3:30 p.m. or 7:00 a.m. to 7:00 p.m. per traffic control plans, or as approved by the City Representative.

Saturday/Sunday: Requires City approval and issued work variance.

Legal holidays: No work permitted unless approved by City Representative.

Work requiring lane closures: Prior to 9 am or after 3 pm, all lanes shall remain open to traffic, unless noted on City-approved TCP.

601-6.7 Closure Schedule. The Engineer shall be provided a list of any street lane closures, ramp closures, trail closures, sidewalk closures or detours for review and acceptance at least three (3) weeks advance of the closure.

Contractor shall submit a written schedule of planned closures utilizing the closure schedule request form, furnished by the Engineer. The closure schedule shall show the number of lanes, locations and times of the proposed closures, a precise description of

work to be performed. Closure schedules submitted to the Engineer with incomplete or inaccurate information will be rejected and returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Upon approval of the closure schedule by the Engineer and at least three (3) Working Days in advance of closing a lane, the Contractor shall notify the Police, Fire, Orange County Transportation Authority (OCTA) bus service, the Agency Representative and all other affected jurisdictional agencies, and comply with their requirements.

Closure schedule amendments, including adding additional closures, shall be submitted by noon to the Engineer, in writing, at least five (5) Working Days in advance of a planned closure. Approval of closure schedule amendments will be at the discretion of the Engineer.

The Engineer, the Police, Fire, Orange County Transportation Authority (OCTA) bus service, and all other affected jurisdictional agencies shall be notified of cancelled closures two (2) Working Days before the date of closure.

The Contractor shall notify by email the City of Irvine four (4) Working Days prior to commencing any work within 250 feet of any signalized intersection (measured from the nearest cross street curb), implementing any road closure, and/or implementing any detour of traffic. Email notifications shall be sent to roadworkcoordination@cityofirvine.org.

Closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer.

601-6.8 Late Reopening of Closures and Required Contingency Plan. If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in 6-3 of the Special Provisions. No further closures shall be made until the Engineer has accepted a contingency plan, submitted by the Contractor that will ensure future closures will be reopened to public traffic at the specified time. A detailed contingency plan shall be prepared and submitted to the Engineer within one business day of the Engineer's request. The Engineer will have two (2) Working Days to accept or reject the Contractor's proposed contingency plan. The Contractor will not be entitled to compensation for the suspension of work resulting from the late reopening of closures.

601-6.9 Compensation. The Engineer shall be notified of delays in the Contractor's operations due to the following conditions:

- a) The Contractor's proposed closure schedule is denied and his planned closures are within the time frame allowed for closures in the Special Provisions, except that the Contractor will not be entitled to compensation for amendments requested by the Contractor to the closure schedule that are not approved.
- b) The Contractor is denied a confirmed closure.

If, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of these conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious

handling of forces, equipment and plant, the delay will be considered a right of way delay and will be compensated in conformance with the provisions in 2-8 of the Standard Specifications and the Special Provisions.

Should the Engineer direct the Contractor to remove a closure before the time designated in the approved closure schedule, delay to the Contractor's schedule due to removal of the closure will be considered a right of way delay and compensation for the delay will be determined in conformance with the provisions in 2-8 of the Standard Specifications and these Provisions.

601-10 AUTHORITY OF AGENCY REPRESENTATIVE. Provisions of this section may be modified or altered if, in the opinion of the Agency Representative, public traffic will be better served and work expedited.

601-10.1 Execution. The Contractor shall field check all temporary traffic control signs, barricades, and other devices at least three (3) times every day, including Saturdays, Sundays and holidays to insure their proper maintenance and conformance to the Contract Documents and detailed instructions by the Agency Representative.

Should Contractor fail to properly place and/or maintain delineated lane closures or work areas, the Agency, at its option and at Contractor's sole cost and expense, may place delineation, barricades, or other devices, as may be necessary, to protect the public. Agency may in its discretion withhold the cost of such work from any monies due the Contractor at an amount equal to the rates shown below:

Delineation

Delineator	\$2.00/day plus-labor & equipment
Lighted Barricade	\$5.00/day plus-labor & equipment
8 Foot Wood Barricade	\$7.50/day plus-labor & equipment
Temporary Signs	\$25.00/day plus-labor & equipment
Type III Barricade	\$10.00/day plus-labor & equipment

Labor (2 Hour Minimum) - Regular Time

Lead Street Maintenance Technician	\$52.88
Street Maintenance Technician	\$40.82
Equipment Operator I	\$46.14
Equipment Operator II	\$49.74
Street Maintenance Supervisor	\$62.99
Street Superintendent	\$79.80

Equipment

Arrow Board	\$15.00/hour
Pickup	\$10.00/hour
Sweeper	\$45.00/hour
5-Yard Dump	\$25.00/hour

Loader	\$25.00/hour
Water Truck	\$25.00/hour
1-Ton Truck	\$10.00/hour

The Agency shall have no obligation to Contractor with respect to Agency's decision whether or not to exercise Agency's options pursuant to this subsection.

PART 7 - STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

SECTION 701 – CONSTRUCTION

REVISE as follows:

701-1 GENERAL. *MODIFY to ADD the following:*

The work shall conform to the following codes and standards:

- a) California Administrative Code, Title 8, Chapter 4, subchapter 5
- b) NEC
- c) The State Standard Specifications and State Standard Plans, current editions
- d) The MUTCD

ADD:

701.1.1 Equipment List and Drawings. Agency approved models are listed on the QPL.

701-4 DAMAGE TO EXISTING SYSTEMS. ADD:

701-4.1.1 Traffic Detectors. Existing detection shall be maintained at all times during construction. In the event of unexpected damage by the Contractor or any of their subcontractors as determined by the City Representative, the Contractor shall commence repairs immediately. The Contractor shall replace and restore to operation any damaged detector (inductive loop or other) within ten days after damage occurs. If at any time damage to existing presence vehicle loop detection exceeds 50%, video detection shall be installed for the entire intersection in accordance with the Special Provisions, unless otherwise approved by the Engineer.

The City shall have the option to complete necessary repairs and charge the responsible Contractor for any associated repair costs, pursuant to Title 6-3-317 of the City Municipal Code.

701-11 PULL BOXES

701-13.1 General. *MODIFY to ADD the following:*

- a) Pull Boxes shall not be installed in paved shoulder, roadway, in or within 1' of handicap ramps.
- b) Pull boxes shall be installed in the sidewalk.
- c) A grounding rod and lug shall be installed in each pull box per State Standard Specifications Section 86-2.10, providing connection for the #10 solid wire from the nearest pole.
- d) Pull Box covers shall not be bolted down.
- e) The B-40 communications electrical box shall include a fiber optic cable splice canister to provide for splicing of fiber optic cable. The splice canister shall be the consolidation point for all fiber optic cables and the source of the drop cable for the traffic signal cabinet fiber interconnect unit (FIU).

701-11.2 Measurement and 701-11.3 Payment. *DELETE and SUBSTITUTE with the following:*

701-11.2 Measurement and Payment

Measurement and Payment for **ADJUST TRAFFIC SIGNAL PULL BOX TO GRADE** shall be at the unit price per **Each (EA)** and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to layout; coordination; maintaining operation of the existing traffic signal system; sawcutting; protection and adjustment of existing traffic signal pull box, related appurtenances, conduit and conductors; inspections and clean-up as shown on the plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

701-12 CONDUIT.

701-12.1 General. *MODIFY to ADD the following:*

Conduit types and sizes for each application shall be as specified in 700-3.5 “Conduit” of the Standard Specifications and these Special Provisions.

Unless otherwise indicated, the depth of the conduit shall be as indicated in the table below:

Location	Depth Requirement
Beneath Streets and Driveways	42 inches below furnished surface or 6 inches below the deepest structural section
Back of Curb and Gutter	30 inches below top of curb

If conduits cannot be installed at required depths: Conduits shall be installed at the maximum allowable depth and encased with a minimum of 3” of concrete, unless otherwise specified by the Engineer. Conduits shall not be installed deeper than 66”.

701-12.7 Payment *DELETE in its entirety and SUBSTITUTE with the following:*

Payment for **RELOCATE STREET LIGHT** shall be made at the contract price bid per **Each (EA)** price bid, and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, with new foundations as field measured to modify Southern California Edison Underground Structures Standards Foundation Detail MC 890, and additional work including but not limited to sawcutting, potholing to determine utility clearances, traffic plate installation, installation of the new street light conduit by jacking, installation of pull boxes and pull ropes, existing light foundation removal, drilling, trenching, breaking, excavation, shoring, backfill, compaction and restoration of jacking pits, sidewalk panel and AC replacement, removals, haul away and disposal of spoils, and other work as specified in “Approved for Construction” SCE design plans, in Standard Specifications, and these Special Provisions, or as approved by the Engineer. No additional compensation will be allowed therefor.

PART 8 – LANDSCAPE AND IRRIGATION MATERIALS

SECTION 800 – MATERIALS

800-1 LANDSCAPE MATERIALS.

800-1.2 Soil Fertilizing and Conditioning Materials

800-1.2.3 Commercial Fertilizer. *DELETE entire section and SUBSTITUTE with the following:*

Commercial fertilizer for back fill mix shall be free-flowing material delivered in unopened sacks. Material which becomes caked or otherwise damaged shall not be used. Exact composition and type of fertilizer to be determined by the agronomic soils test and will be supplied by the Contractor at no additional cost to the City. Organic/JTM Complete is the city's preferred fertilizer.

Organic/JTM fertilizer application applied at the following rates:

For pre-plant landscape application (Turf and Groundcover)	Apply 30 pounds per 1000 square feet		
Container Size	1 gallon	5 gallon	15 gallon
Application Rates	2 oz.	6 oz.	19 oz.

800-1.2.4 Organic Soil Amendment. *DELETE entire section and SUBSTITUTE with the following:*

Organic Soil Amendment for back fill mix shall be Type 1. Nitrogen Stabilized Organic soil amendment shall be redwood sawdust free of shavings or particles of other woods such as fir or pine, supplied in bulk and 0.5% nitrogen stabilized by standard techniques. An acceptable substitute is nitrogen stabilized fir or cedar sawdust ground to 0-1/4" particle size and 1.0% nitrogen stabilized.

800-1.2.5 Mulch. *DELETE entire section and SUBSTITUTE with the following:*

Contractor shall install 2" thick layer of mulch in all planter areas. Install mulch per Irvine standard plan #601, 602, 606, and 607. Mulch to be installed after the planting of shrubs.

The Contractor shall maintain a 6" clear "no-mulch" zone around the base of each new and existing shrub and tree.

Mulch to be "Forest Floor" (0-2"), or approved equal:

- a) Available from
Tierra Verde Industries
7913 Marine Way
Irvine, CA 92618
(949) 551-0363

- b) Product shall be woodchips ½” to 3” in length, meet Caltrans Standard Specifications 20-2.08 for Mulch, contain only toxic free mineral based colorant, **and contain reused City of Irvine Green Waste.**
- c) The Contractor shall submit one sample of mulch materials for City approval.
- d) The Engineer has the right to reject all samples and request additional samples until a suitable mulch material is approved.

800-1.4 Plants. ADD the following:

Contractor to provide 1-year guarantee for all shrubs.

800-1.4.1 General. DELETE entire section and SUBSTITUTE with the following:

All plant material shall be grown by an established nursery having been in the business of growing shrubs and ground covers a minimum of five (5) years. At the option of the Engineer, plants shall be inspected and tagged at the nursery prior to shipment to the planting site. Shrubs shall be of the specified type and size, selected from high quality, well-shaped nursery stock. Plant names indicated or listed in the “Plant Legend” on the Plans, conform to the approved names given in “An Annotated Checklist of Woody Ornamental Plants in California, Oregon, and Washington, Manual 4091”, published by the University of California (1979), and in accordance with American Nurseryman standards. Except for names not covered therein, the established custom of the nursery shall be followed. Condition of plants shall be in accordance with the California State Department of Agriculture’s regulations for nursery inspections, rules, and grading and shall be symmetrical, typical for variety and species, sound, healthy, vigorous, free from plant disease, insect pests, or their eggs, and shall have healthy normal root systems, well filling their containers, but not to the point of being root bound.

Plants shall not be pruned prior to delivery, except as authorized by the City. The size of the plants shall correspond with that normally expected for species and variety of commercially available nursery stock, or as specified on the Plans. The minimum acceptable size of all plants, measured before pruning with the branches in normal position, shall conform to the measurements, if any, specified on the Plans. Plants larger in size than specified may be used with the approval of the City, but the use of larger plants shall not serve as the basis for a change order. All plant material shall be subject to the inspection and acceptance of the City before planting. A representative number of plants as determined by the City may be inspected for size and condition of root growth, insects, injuries and defects. Plants not accepted are to be removed from the site immediately and replaced with suitable plants. The City reserves the right to reject entire lots of plants represented by defective samples. The contractor shall provide a plant material order invoice to the Engineer at the preconstruction meeting of each Work Order.

800-1.6 Miscellaneous Landscape Materials. ADD the following Section:

800-1.6.1 General. Whenever a material or process is delineated or specified by patent, proprietary name or process, or manufacturer’s name, such specifications are used for the purpose of facilitating the description of material or process desired. Approved equals are acceptable as approved by the engineer. Suppliers and manufacturer’s directions, specifications and recommendations will be followed in all cases where the materials used furnish directions and cover points not delineated on the Plans or in the Specifications. The specifications only indicate the quality and workmanship to be performed rather than a detailed description of the performance of the work. In the event

of any discrepancies between the Plans or Specifications, the final decision as to which will be followed shall be made by the Engineer. In the event the installation is contradictory to the direction of the Engineer, the installation shall be rectified by the Contractor at no additional cost to the City.

All workmanship and materials incorporated shall be the best available grade of their respective kind. Provide a sample of each material specified. Accepted samples may be used in the Work. Submit three (3) sets of a type written list of materials as specified to the Engineer within twenty-one (21) days after award of contract. This list shall give the name, material number, and the manufacturer, and shall be accompanied by cut sheets or reproductions of catalog pages for all of the material to be installed. Approval of substitutions will not relieve the Contractor from complying with the requirements of the Contract Documents, Plans and Specifications. Pay at Contractor's sole expense for all changes caused by approved substitution which affect other items of work.

800-1.6.2 Herbicide. All herbicides shall be organic. Organic herbicide for weed abatement shall be Suppress EC or approved equal.

800-1.6.3 Pre-emergent. Pre-emergent weed control material shall be Organic.

800-2 IRRIGATION SYSTEM MATERIALS.

800-2.1.3 Plastic Pipe for Use with Solvent Weld Socket or Threaded Fittings.

DELETE 2nd Paragraph and REPLACE with the following:

All pressure supply lines downstream of the strainer assembly unit shall be Schedule 40 solvent weld PVC 1-1/2" or smaller and Class 315 solvent weld PVC for 2" or larger. Piping shall conform to ASTM 1785. All non-pressure lines downstream of the remote control valve shall be Schedule 40 solvent weld PVC conforming to ASTM D1785. Pipe shall be marked continuously with manufacturer's name, nominal pipe size, schedule or class, PVC type and grade, National Sanitation Foundation approval, Commercial Standards designation, and date of extrusion. All plastic pipe shall be extruded of an improved PVC virgin pipe compound in accordance with ASTM D2241 or ASTM D1785.

All solvent weld PVC fittings shall be standard weight Schedule 80 and shall be injection molded of an improved virgin PVC fitting compound. Slip PVC fittings shall be the "deep socket" bracketed type. Threaded plastic fittings shall be injection molded. All tees and ells shall be side gated.

All fittings shall conform to ASTM D2466. All threaded nipples shall be standard weight Schedule 80 with molded threads and shall conform to ASTM D1785.

All solvent cementing of plastic pipe and fittings shall be a two-step process, using primer and solvent cement applied per the manufacturer's recommendations. Cement shall be of a fluid consistency, not gel-like or ropy. Solvent cementing shall be in conformance with ASTM D2564 and ASTM D2855. When connection is plastic to metal, female adapters shall be hand tightened, plus one turn with a strap wrench. Joint compound shall be non-lead base Teflon paste, tape, or approved equal.

800-2.2.2 Gate Valves. *DELETE entire section and SUBSTITUTE with the following:*

Gate valves shall be of the manufacturer, size, and type indicated on the Plans.

800-2.2.4 Remote Control Valves. *DELETE entire section and SUBSTITUTE with the following:*

Automatic control valves shall be of the manufacturer, size, and type indicated on the Plans. Automatic control valves shall be electrically operated. Drip zone valves shall be accompanied with pressure regulators and filters per the manufacturer.

800-2.2.7 Valve Boxes. *DELETE entire section and SUBSTITUTE with the following:*

Valve boxes shall be fabricated from a durable, weather-resistant plastic material resistant to sunlight and chemical action of soils. The valve box cover shall be green in color and secured with dual locks to be supplied. The cover and box shall be capable of sustaining a load of 1,500 pounds. Valve box extensions shall be by the same manufacturer as the valve box. Automatic control valve boxes shall be rectangular and sized per plan. Valve box covers shall be marked "RCV" with the valve identification number "heat branded" onto the cover in 2-inch-high letters / numbers. Gate valve boxes shall be 10" circular size. Valve box covers shall be marked with either "GV" "heat branded" onto the cover in 2 inch high letters. Line flushing valve boxes shall be 10" circular size. Valve box covers shall be marked with either "FV" "heat branded" onto the cover in 2 inch high letters. Heat branding method, craftsmanship, and lettering orientation to be approved by city prior to branding lids.

800-2.2.8 Line Flushing Valves. *ADD the following Subsection:*

Line flushing valves shall be the size and type as indicated on the plans.

800-2.4 Sprinkler Equipment. *DELETE entire section and SUBSTITUTE with the following:*

Irrigation heads and nozzles shall be of the manufacturer, size, type, with radius of throw, operating pressure, and discharge rate indicated on the Plans. Irrigation heads and nozzles shall be used as indicated on the Plans.

Drip line shall be of the manufacturer, size, type with discharge rate, emitter spacing and operating pressure as indicated on the Drawings. All fittings, line flushing valves and anchor staples shall be of the same manufacturer as the drip line.

800-2.5 Miscellaneous Landscape Materials. *ADD the following Section:*

All materials supplied for this project shall be new and free from any defects. All defective materials shall be replaced immediately at no additional cost to City. After award of contract and before any irrigation system materials are delivered to the job site, submit to the Engineer a complete list of all irrigation systems, materials, or processes proposed to be furnished and installed as part of this Contract. Show manufacturer's name and catalog number for each item, furnish complete catalog cuts and technical data, furnish the manufacturer's recommendations as to the method of installation. No substitutions will be allowed without prior written acceptance by the Engineer. Manufacturer's warranties shall not relieve the Contractor of liability under the guarantee. Such warranties shall only supplement the guarantee. If the Contractor wishes to substitute any equipment or materials for equipment or materials listed on the irrigation Drawings and Specifications, it may do so by providing the following information to the Engineer for approval:

- Provide a written statement indicating the reason for making the substitution.
- Provide catalog cut sheets, technical data, and performance information for each substitute item.
- Provide in writing the difference in installed price if the item is accepted.

The contractor shall furnish all materials as specified in the plans and specifications and turn over a fully functional irrigation system complete with programming as coordinated

by the City and accommodating for the new irrigation controller within the new landscape.

Additionally, the contractor shall be responsible for repairing any landscape damaged or removed for the purpose of installation of the irrigation.

All irrigation materials provided and installed shall be specifically designed and manufactured for use within reclaimed irrigation systems.

800-3 ELECTRICAL MATERIALS.

800-3.2.2 Conductors. *DELETE entire section and SUBSTITUTE with the following:*

Remote control wire shall be direct-burial AWG-UF type, size as indicated on the Drawings, and in no case smaller than 14 gauge. Connections shall be Scotchlok 3M DBY Direct Bury Splice Kit per city std. plan 516. Kit shall include a Scotchlok Y Spring connector, a Polypropylene tube prefilled with waterproof sealing gel. Ground wires shall be white in color. Control wires shall be red (where two or more controllers are used, the control wires shall be a different color for each controller. These colors shall be noted on the "Record Drawings" Plans located on controller door). The Contractor shall provide 4 spare control wires per City of Irvine Landscape Manual, Section V Irrigation Specifications (under Products and Installation, item 24, item c).

SECTION 801 – INSTALLATION

801-1 GENERAL.

801-2 EARTHWORK AND TOPSOIL PLACEMENT.

801-2.2.1 General. *DELETE 1st sentence in the 4th paragraph, and ADD at end of section the following:*

WEED ABATEMENT OPERATIONS. The irrigation system, soil preparation operations, and finish grade shall be approved by the Engineer prior to weed abatement operations.

Contractor shall operate the irrigation system to keep planting areas uniformly moist for a period of two (2) weeks (14 calendar days). At the end of the two (2) week period, Contractor shall spray all visible weeds with an approved organic, non-selective, post emergent herbicide. Application rate and method shall be recommended by the manufacturer. After spraying, planting areas shall remain unwatered for a minimum of forty-eight (48) hours.

After seven (7) calendar days from the chemical application, weeds and debris shall be disposed of off-site.

Contractor shall apply spray chemicals when air currents are still; preventing drifting onto adjoining property and preventing any toxic exposure to persons whether or not they are in or near the project.

After weed abatement operations, and as determined by the Engineer, planting areas shall be scarified to a depth not to exceed one inch (1”).

Weeds and debris shall be disposed of off-site.

801-2.2.2 Fertilizing and Conditioning Procedures. *ADD the following after the last paragraph:*

Fertilizing and soil amendment guidelines under agronomic soils testing shall be used for bidding purposes for planting areas, however, Contractor shall amend it as necessary per the soils test report at no additional cost to the City.

801-2.3 Finish Grading. *DELETE 2nd paragraph and ADD the following after the last paragraph:*

Finish grades are existing having been previously established the contractor shall maintain the existing finished grade elevations. Finish grading will only be required in raking out/feathering spoils from planting installations.

801-4 PLANTING.

801-4.1 General. *ADD the following after the last paragraph:*

Prior to excavation for planting or placing of stakes, locate all utilities, electric cables, conduits, underground irrigation lines, heads, valves and valve control wires, and all utility lines so that proper precautions may be taken not to damage such improvements. In the event of a conflict between utilities and plant locations, promptly notify the Engineer who will arrange for one or the other to be relocated. If contractor fails to follow this procedure it shall repair all damages resulting from the work at contractor's sole expense. Plant materials shall be furnished in the quantities and/or spacing as shown or noted for each

location, and shall be of the species, kinds, sizes, etc., as symbolized, and/or described in the Plant Legend, as indicated on the Plans. Verify all sizes and quantities on the Plans. Promptly report any discrepancy to the Engineer.

Any plant material or any development materials specified by trade name or equal, shall be according to these Plans and Specifications. Installation and use of substitute items shall not be made until the Contractor is in receipt of written approval from the Engineer. Substitution proposals for plant material must be accompanied by written proof of non-availability within a five hundred mile radius of the project site for material originally specified and proof that material was ordered in a timely manner upon award of contract. Regularly water all nursery stock in containers and place them in a cool area protected from sun and drying winds. Do not allow plants to dry out before or while being planted. Keep exposed roots moist by means of wet sawdust, peat moss or burlap at all times during planting operations. Do not expose roots to the air except while being placed in the ground. Wilted or diseased plants, whether in place or not, will not be accepted and shall be replaced at the Contractor's sole expense. Moisten prepared surface immediately prior to installing plant material. Install plant material immediately after delivery to site, within 24 hours after delivering to prevent deterioration. Hand water landscaped areas immediately after installation with a minimum of 1" of water.

801-4.5 Tree and Shrub Planting. *DELETE 4th paragraph and REPLACE with the following:*

In the event that underground construction work or obstructions are encountered in the planting operation, alternate locations for plant material will be selected by the City. Operation shall be done at no extra cost to the City. The following material shall be thoroughly blended and used as a backfill mix:

- 6 parts by volume on-site soil
- 4 parts by volume Organic Amendment 1 lbs. 16-20-0 per cubic yard of mix
- 2 lbs. Iron Sulfate per cubic yard of mix

The actual material and amounts, as determined by the agronomic soils test, shall be supplied by the Contractor at no additional cost to the City. No mixing for individual planting holes is permitted. Mix planting soil prior to backfilling and stockpile at the site. Iron sulfate shall not contact cement surfaces because severe staining could occur; repair or replace stained cement at Contractor's sole cost. Remove all plants from their containers and set so that, when settled, they bear the same relation to the required grade as they bore to the natural grade before being transplanted. Set the directed amount of plant fertilizer to be used with each plant on the top of the root ball so the required fertilizer amount to be used in each hole can be easily verified and approved by the Engineer. Improper planting may delay the maintenance period and extend working days causing liquidated damages. Planting holes shall be compacted with no more than 1" settlement from finished grade.

801-4.5.1 Mulch. *ADD the following Subsection:*

All shrubs and ground cover areas shall be mulched after planting with 2 inches of mulch. Maintain a 6-inch clear "no-mulch" zone around the base of each tree and shrub.

801-5 IRRIGATION SYSTEM INSTALLATION.

801-5.1 General. *ADD the following after the last paragraph:*

Prior to all work of this Section, carefully inspect the installed work of all other trades, and verify that all such work is complete to the point where this installation may

properly commence. Verify that irrigation system may be installed in strict conformance with all pertinent codes and regulations, the original design, the referenced standards, and the manufacturer's recommendations. In the event of discrepancy, immediately notify the Engineer.

Do not proceed with installation in areas of discrepancy until all discrepancies have been resolved. Before starting work, carefully check all grades to determine that work may safely proceed, keeping within the specified material depths with respect to finish grade.

The Contractor shall request acceptance of and the Engineer will approve final grades before work on this Section will be allowed to begin. Make all necessary measurements in the field to ensure precise fit of items in accordance with the original design. Coordinate the installation of all irrigation materials with all other work.

All scaled dimensions are approximate. Check and verify all size dimensions prior to proceeding with work under this Section. Exercise extreme care in excavating and working near existing utilities. Repair damages to utilities, which are caused by Contractor's operations or neglect, at no additional cost to City. Prior to installation, stake out all pressure supply lines, routing and location of sprinkler heads, valves, and automatic controller. Layout irrigation system and make minor adjustments required due to differences between site and Drawings. Where piping is shown on Drawings under paved areas, but running parallel and adjacent to planted areas, install the piping in the planted areas. Connections to, or the installation of, the water supply shall be at the locations shown on the Drawings. Minor changes caused by actual site conditions shall be made at no additional expense to the City.

Existing irrigation equipment to be replaced including valves, spray heads, and rotors shall be salvaged and delivered to the City.

Verify and be familiar with the locations, size, and detail of points of connection provided as the source of water and connection to the irrigation system. Irrigation design is based on the available static water pressure shown on the Drawings. Verify static water pressure on the project prior to the start of construction. Should a discrepancy exist, notify the Engineer's authorized representative prior to beginning construction. Prior to cutting into the soil, locate all cables, conduits, sewer septic tanks, and other utilities as are commonly encountered underground and take proper precautions not to damage or disturb such improvements. If a conflict exists between the obstacles and the proposed work, promptly notify the Engineer who will arrange for relocations. Proceed in the same manner if a rock layer or any other such conditions are encountered. Protect all existing utilities and features to remain on and adjacent to the project site during construction. Repair, at its sole cost, all damage resulting from its operations or negligence.

The Agency Representative shall have, at all times, safe access to the Work. Where the Specifications require work to be tested by the Contractor, it shall not be covered over until accepted by the Engineer. Notify the Engineer, a minimum of 48 hours in advance of where and when the work is ready for testing. Should any work be covered without testing or acceptance, it shall be, if so ordered, uncovered at the Contractor's sole expense. Inspections will be required for the following at a minimum:

- System layout

- Pressure test irrigation main line (Six hours at 125 PSI) lateral lines (2 hours at 100 psi).
- Coverage test of irrigation system
- Final inspection prior to start of maintenance period
- Final acceptance

Work that fails testing and is not accepted will be re-tested. Hourly rates and expenses of the Engineer for re-inspection or re-testing will be paid by the Contractor at no additional expense to City.

Use all means necessary to protect irrigation system materials before, during, and after installation and to protect the installation work and materials of all other trades. In the event of damage, immediately make all repairs and replacements necessary to the acceptance of the Engineer and at no additional cost to the City. Exercise care in handling, loading, unloading, and storing plastic pipe and fittings under cover until ready to install. Transport plastic pipe only on a vehicle with a bed long enough to allow the pipe to lay flat to avoid undue bending and concentrated external load. Dispose of waste, trash, and debris in accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction. Do not bury waste material and debris on the site. Burning of trash and debris will not be permitted. Remove and dispose of rubbish and debris generated by his work and workmen at frequent intervals or when ordered to do so by the Engineer. At the time of completion, the entire site will be cleared of tools, equipment, rubbish and debris which shall be disposed of off-site in a disposal area that is fully and legally licensed.

Temporary Repairs: The City reserves the right to make temporary repairs as necessary to keep the irrigation system in operating condition. The exercise of this right by the City shall not relieve the Contractor of his responsibilities under the terms of the guarantee as herein specified.

Supply the following items:

- Two (2) wrenches for disassembly and adjustment of each type of sprinkler head used in the irrigation system.
- Two (2) 30-inch sprinkler keys for manual operation of control valves.
- One (1) valve box cover key.
- Four (4) extra sprinkler heads of each size and type.
- 250 feet of additional drip line and 100 feet blank roll.
- 200 drip line staples.

The above equipment shall be turned over to the Engineer at the final inspection.

At the time of the pre-maintenance period inspection, the Engineer and governing agencies will inspect the work and, if not accepted, prepare a list of items to be completed by the Contractor. At the time of the post-maintenance period or final inspection the work will be re-inspected and final acceptance will be in writing by the Engineer. The City Engineer shall have final authority on all portions of the work.

801-5.3 Irrigation Pipeline Installation.

801-5.3.1 General. *ADD the following after the last paragraph:*

Excavations shall be straight with vertical sides, even grade, and support pipe per City Landscape Standard Plan No. 501. Trenching excavation shall follow layout indicated on Drawings to the depths below finished grade and as noted. Where lines occur under paved areas, these dimensions shall be considered below subgrade. Provide minimum cover of 24 inches on pressure supply lines. Provide minimum cover of 24 inches for control wires. Provide minimum cover of 12 inches for non-pressure lines unless lines are designated as "ON GRADE" per the plans. Backfill material on all lines shall be the same as adjacent soil free of debris, litter, and rocks over 1/2 inch in diameter. Backfill shall be tamped in 4-inch layers under the pipe and uniformly on both sides for the full width of the trench and the full length of the pipe. Backfill materials shall be sufficiently damp to permit thorough compaction, free of voids. Backfill shall be compacted to 90% relative compaction and shall conform to adjacent grades.

Flooding in lieu of tamping is not allowed. Under no circumstances shall truck wheels be used to compact backfill. Provide sand backfill a minimum of 6 inches over and under all piping under paved areas.

Piping under existing pavement may be installed by jacking, boring, or hydraulic driving. No hydraulic driving is permitted under asphalt pavement. Cutting or breaking of existing pavement is not permitted. Carefully inspect all pipe and fittings before installation, removing dirt, scale, burrs, and reaming. Install pipe with all markings up for visual inspection and verification.

Remove all dented and damaged pipe sections. All lines shall have a minimum clearance of 6 inches from each other and 12 inches from lines of other trades. Parallel lines shall not be installed directly over each other. In solvent welding, use only the specified primer and solvent cement and make all joints in strict conformance with the manufacturer's recommended methods including wiping all excess solvent from each weld. Allow solvent welds at least 15 minutes setup time before moving or handling and 24 hours curing time before filling. PVC pipe shall be installed in a manner, which will provide for expansion and contraction as recommended by the pipe manufacturer. Center load all plastic pipe prior to pressure testing. All threaded plastic-to-plastic connections shall be assembled using Teflon tape or Teflon paste. For plastic-to-metal connections, work the metal connections first. Use a non-hardening pipe dope on all-threaded plastic-to-metal connections, except where noted otherwise. All plastic-to-metal connections shall be made with plastic female adapters.

801-5.4 Installation of Valves, Valve Boxes, and Special Equipment. *ADD the following after the last paragraph:*

Automatic control valves, and gate valves shall be installed in the approximate locations indicated on the Drawings. Valves shall be installed in shrub areas whenever possible. Install all valves as indicated in the detail Drawings. Valves to be installed in valve boxes shall be installed one valve per box.

801-5.5.1 General. *ADD the following after the last paragraph:*

Irrigation heads shall be installed as indicated on the Drawings. Riser nipples shall be of the same size as the riser opening in the sprinkler body. Install all assemblies specified herein according to the respective detail Drawings or Specifications, using best standard practices.

801-5.6 Automatic Control System Installation. *ADD the following after the last*

paragraph:

All Automatic Irrigation valves shall be connected to the existing irrigation controllers.

Three (3) sets of laminated 11"x17" new controller charts and 8.5"x11" data sheets shall be provided for all irrigations systems.

801-5.7.3 Sprinkler Coverage Test. *ADD the following after the last paragraph:*

Coverage testing shall be performed for overhead irrigation.

Adjust valves, align heads, and check the coverage of each system prior to coverage test. If it is determined by the Engineer that additional adjustments or nozzle changes will be required to provide proper coverage, make all necessary changes or adjustments prior to any planting. The entire system shall be operating properly before any planting operations commence.

Do not allow or cause any of the work of this Section to be covered up or enclosed until it has been observed, tested, and accepted by the Engineer. Notify the Engineer a minimum of 48 hours in advance where and when the work is ready for testing. When the sprinkler system is completed, perform a coverage test of each system in its entirety to determine if the water coverage for the planted areas is complete and adequate in the presence of the Engineer.

Irrigation drip line to be installed per plans. The contractor shall be responsible for making field adjustments to provide proper drip coverage. Install drip line on finish grade per manufacturer's instructions. Immediately after installing drip line, flush system to the satisfaction of the Engineer. Drip line coverage to be observed, tested, and approved by the Engineer prior to burying with topsoil. Notify the Engineer a minimum of 48 hours in advance where and when the work is ready for testing.

801-5.7.4 Operational Test. *ADD the following after the last paragraph:*

Furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from the Plans, or where the system has been willfully installed as indicated on the Drawings when it is obviously inadequate, without bringing this to the attention of the Engineer. This test shall be accepted by the Engineer and accomplished before starting any planting. Final inspection will not commence without record Drawings as prepared by the Contractor. During the maintenance period adjust and maintain the irrigation system in a fully operational condition providing complete irrigation coverage to all intended plantings. Clean-up shall be made as each portion of the work progresses. Refuse and excess dirt shall be removed from the site, all walks and paving shall be broomed, and any damage sustained on the work of others shall be repaired to original conditions.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT. *DELETE entire section and SUBSTITUTE with the following:*

Landscape maintenance and plant establishment period shall be a minimum of ninety (90) days after "Date of Acceptance of Installation" of all planting areas. Request in writing from the Engineer, notification of the date of the start of the maintenance and planting establishment period. At the acceptance of all planting areas, request in writing from the Engineer notification of the date of the completion of the maintenance period. The maintenance period shall not officially begin or end without written notification from the Engineer. Construction fencing shall remain until after the

maintenance period is complete or as directed by the Engineer. Maintain all planted areas on a continuous basis as they are completed during the progress of the work and during the establishment and maintenance period, and shall continue to maintain them until final acceptance in accordance with the following:

- Water, weed, fertilize, edge, prune, spray as necessary to promote a healthy growing condition. Maintain lawn at a mowing height recommended by the city. All planted areas shall be kept free of debris and weeds. Keep project neat and attractive throughout the maintenance period.
- Apply organic herbicides for weed control, as needed, or directed by City, in accordance with manufacturer's instructions and applicable laws and regulations. Organic pre-emergent herbicide shall be required in all planter, shrub, and ground cover areas. Remedy damage resulting from weed control.
- Exterminate rodents and insects as required and in accordance with applicable City of Irvine policies, State and Federal laws and regulations. Remedy damage from pest control.
- Adjust the irrigation system to sufficiently saturate root zone without rotting trees, shrubs, and ground cover. Do not exceed IRWD allocation.
- Repair or replace any damaged item caused by vehicles, vandals, rabbits, rodents, bicycles, or foot traffic during the maintenance period.
- Fertilize with "Organic/JTM Complete" at 30 lbs/1,000 sf at the beginning and end of the maintenance period (twice) or as indicated by the agronomic soils test.

All inspections herein specified shall be made by the City. Request inspection at least forty-eight (48) hours in advance of the time the inspection is required. Requested inspections, subsequently canceled without twenty-four (24) hours-notice, will be billed to the Contractor.

Inspection is required for, and not necessarily limited to, the following parts of the work:

- Incorporation of soil amendments and fine grading.
- Prior to digging plant pits for shrubs.
- During backfilling of plant pits with amended backfill.
- Final inspection at the end of the maintenance period.
- Irrigation Inspection / Coverage Test prior to planting.

801-8 PAYMENT. *DELETE entire section and SUBSTITUTE with the following:*

Payment for **FURNISH AND PLANT TREE WITH ROOT BARRIER (up to 24" diameter, and greater than 48" diameter)** shall be made at the contract unit price bid per **Each (EA)**, as field measured and shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to accomplish the work, complete in place, conforming to the requirements herein, including but not limited to, submittals, equipment and materials for providing photos and acceptance documents; transporting, delivering, storing, furnishing, and installation of 24" box trees conforming to City Std. Plan #606, soil amendments and root barrier installation conforming to City Std. Plan #608 and clean-up operations within

the limits, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, as approved by the Engineer and no additional compensation will be allowed therefor.

Measurement & Payment for RELOCATE DECORATIVE BOULDER (UP TO 300 LBS) shall be made at the contract unit price bid per **EACH (EA)**, as measured in the field, and shall be considered full compensation for furnishing all labor, materials, and equipment required to complete the relocations as required per each location and make all repairs/adjustments to existing landscape and irrigation systems necessitated by the moves. No additional compensation will be allowed therefor.

Measurement & Payment for IN-KIND IRRIGATION AND LANDSCAPING RETROFITS shall be made at the contract unit price bid per **SQUARE FOOT (SF)**, as measured in the field, and shall be considered full compensation for furnishing all labor, materials, and equipment required to complete the work, including, but not limited to excavation and backfill of pipe trenches, installation of irrigation materials and related appurtenances, sleeves, waterlines and conduit, conductors, pull boxes, sensors, heads, sprinklers, controllers and cabinets; connection to water, replacement of existing sod, turf, groundcover, shrubs, mulch, gravel, or other existing landscaping (in-kind), 90 day plant establishment, preparation and deliver of as-built record drawings, guarantees, testing, inspections, and clean-up operations, as specified in the Standard Specifications and these Special Provisions, and as approved by the Engineer. No additional compensation will be allowed therefor.

801-9 GUARANTEE. *ADD the following Subsection:*

The guarantee shall be valid unless existing equipment utilized on the project fails within the guarantee period. Should any problem with the irrigation system be discovered within the guarantee period the Contractor shall correct it within ten (10) calendar days after receipt of written notice from City (and at no additional expense to City). When the nature of the repairs, as determined by the City, constitute an emergency (i.e. broken pressure line) the City may proceed to make repairs at the Contractor's expense. Any and all damages to existing improvement resulting either from faulty materials or workmanship, or from the necessary repairs to correct same, shall be repaired to the satisfaction of the owner by the Contractor, all at no additional cost to the City. Guarantee shall be submitted on Contractors own letterhead as follows:

GUARANTEE FOR SPRINKLER IRRIGATION SYSTEM

We hereby guarantee that the sprinkler irrigation system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the Drawings and Specifications, ordinary wear and tear and unusual abuse, or neglect excepted. We shall repair or replace any defective material during the period of one year after date of filing of the Notice of Completion and also repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the owner. We shall make such repairs or replacements within 10 calendar days following written notification by the owner. In the event of our failure to make such repairs or replacements within the time specified after receipt of written notice from owner, we authorize the owner to proceed to have said repairs or replacements made at our expense, and we will pay the costs and charges therefore upon demand.

CITY OF IRVINE
IRVINE BUSINESS COMPLEX SIDEWALK IMPROVEMENTS
BID NO. ST-24-0020

APPENDICES

APPENDIX A

STANDARD PLANS

Copies of the latest versions of the Agency's Standard Plans are available for download at the City of Irvine's Development Engineering website:
<https://www.cityofirvine.org/development-engineering/design-manuals>.

A typical Work Order is likely to include plans and details from the below list, at a minimum.

AGENCY:	STD. PLAN NO.:	DESCRIPTION:
City of Irvine	200	Concrete Curbs and Gutters
City of Irvine	201	Sidewalk Detail
City of Irvine	202	Curb Return Details
City of Irvine	204	Driveway Type A
City of Irvine	218	Parkway Obstruction
City of Irvine	223	Utility Trench Repair
City of Irvine	305A	Under Sidewalk Drain
City of Irvine	405	Concrete Class Use Table
City of Irvine	TS-2	Traffic Signal Pull Boxes

APPENDIX B
FEDERAL WAGE RATES

The Contractor and all subcontractors shall pay all workers at least minimum prevailing wage rates as determined by the State Director of Industrial Relations or the federal minimum basic hourly rate and fringe benefits payments as most recently published, whichever is greater. The City has endeavored to obtain the latest federal wage rate copies of which are included, but does not guarantee their accuracy. State minimum prevailing wage rates are on file in the office of the City Clerk and the office of the City Engineer, City of Irvine, and in the office of the Associated General Contractors of America, California Chapter. It is the sole responsibility of the Contractor to ascertain the latest rates and comply with those rates.

Certified payroll reports are required for all persons working on the project.

"General Decision Number: CA20240024 06/28/2024

Superseded General Decision Number: CA20230024

State: California

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

County: Orange County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/26/2024
3	02/02/2024
4	02/09/2024
5	02/23/2024
6	03/08/2024
7	05/24/2024
8	06/28/2024

ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 23.52	13.37

* BRCA0004-010 05/01/2024

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

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2023

	Rates	Fringes
MARBLE FINISHER.....	\$ 40.21	15.23
TILE FINISHER.....	\$ 34.78	13.64
TILE LAYER.....	\$ 48.29	19.18

BRCA0018-010 09/01/2023

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 39.95	14.65
TERRAZZO WORKER/SETTER.....	\$ 47.85	15.14

 CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 42.80	16.28
(7) Table Power Saw Operator.....	\$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

 CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

 CARP0721-001 07/01/2021

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

 ELEC0011-001 01/01/2024

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 46.47	3%+17.08

SCOPE OF WORK:
 Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice,

sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

 ELEC0441-001 01/01/2024

	Rates	Fringes
CABLE SPLICER.....	\$ 60.19	24.24
ELECTRICIAN.....	\$ 57.54	24.16

 * ELEC0441-003 06/26/2023

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 44.33	16.43
Technician.....	\$ 31.23	15.39

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School

Intercom and Sound Systems Burglar Alarm Systems
Low-Voltage Master Clock Systems Multi-Media/Multiplex
Systems Telephone Systems RF Systems and Antennas and Wave
Guide

C. *Fire Alarm Systems-installation, wire pulling and
testing.

D. Television and Video Systems Television Monitoring and
Surveillance Systems Video Security Systems Video
Entertainment Systems Video Educational Systems CATV and
CCTV

E. Security Systems, Perimeter Security Systems, Vibration
Sensor Systems
Sonar/Infrared Monitoring Equipment, Access Control Systems,
Card Access Systems

*Fire Alarm Systems

- 1. Fire Alarms-In Raceways: Wire and cable pulling in
raceways performed at the current electrician wage rate and
fringe benefits.
- 2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC0441-004 01/01/2024

Rates Fringes

ELECTRICIAN (TRANSPORTATION
SYSTEMS, TRAFFIC SIGNALS &
STREET LIGHTING)

Cable Splicer/Fiber Optic		
Splicer.....	\$ 58.14	24.17
Electrician.....	\$ 57.54	24.16
Technician.....	\$ 43.16	23.72

SCOPE OF WORK: Electrical work on public streets, freeways,
toll-ways, etc, above or below ground. All work necessary
for the installation, renovation, repair or removal of
Intelligent Transportation Systems, Video Surveillance
Systems (CCTV), Street Lighting and and Traffic Signal work
or systems whether underground or on bridges. Includes
dusk to dawn lighting installations and ramps for access to
or egress from freeways, toll-ways, etc.
Intelligent Transportation Systems shall include all systems
and components to control, monitor, and communicate with
pedestrian or vehicular traffic, included but not limited
to: installation, modification, removal of all Fiber optic
Video System, Fiber Optic Data Systems, Direct interconnect
and Communications Systems, Microwave Data and Video
Systems, Infrared and Sonic Detection Systems, Solar Power
Systems, Highway Advisory Radio Systems, highway Weight and
Motion Systems, etc.
Any and all work required to install and maintain any
specialized or newly developed systems. All cutting,
fitting and bandaging of ducts, raceways, and conduits.
The cleaning, rodding and installation of ""fish and pull
wires"". The excavation, setting, leveling and grouting of
precast manholes, vaults, and pull boxes including ground
rods or grounding systems, rock necessary for leveling and
drainagae as well as pouring of a concrete envelope if
needed.

JOURNEYMAN TRANSPORTATION ELECTRICIAN shall perform all tasks

necessary to install the complete transportation system. JOURNEYMAN TECHNICIAN duties shall consist of: Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

 ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 64.40	64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 50.00	50.00	21.30
(3) Groundman.....\$ 38.23	38.23	20.89
(4) Powderman.....\$ 51.87	51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

 ELEV0018-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 66.63	66.63	37.885+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-004 08/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....\$ 64.10	64.10	34.60
(2) Dredge dozer.....\$ 58.13	58.13	34.60
(3) Deckmate.....\$ 58.02	58.02	34.60
(4) Winch operator (stern winch on dredge).....\$ 57.47	57.47	34.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....\$ 56.93	56.93	34.60
(6) Barge Mate.....\$ 57.54	57.54	34.60

ENGI0012-024 07/01/2023

Rates Fringes

OPERATOR: Power Equipment
(All Other Work)

GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single

engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor

patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any

combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western

or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1,

T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 01/01/2024

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing and Structural.....	\$ 47.45	34.90

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that

work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0652-001 07/01/2022

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw

operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabetender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB00652-003 07/01/2022

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LAB01184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs,

monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01414-001 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

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

PAIN0036-001 07/01/2023

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

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 46.28	23.52

PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 43.20	18.03

PLAS0200-009 08/03/2022

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

* PLAS0500-002 07/01/2023

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

PLUM0016-001 09/01/2023

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 42.49	23.86
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 57.18	26.51

PLUM0345-001 09/01/2023

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

ROOF0036-002 08/13/2023

	Rates	Fringes
ROOFER.....	\$ 46.02	20.05

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

SFCA0669-008 01/01/2024

DOES NOT INCLUDE SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.31	27.91

 SFCA0709-003 09/01/2023

SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES BEYOND THE CITY LIMITS OF LOS ANGELES:

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

 SHEE0105-003 01/01/2024

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 56.95	30.04
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechatural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 56.95	30.04

 TEAM0011-002 07/01/2023

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 38.19	33.69
GROUP 2.....	\$ 38.34	33.69
GROUP 3.....	\$ 38.47	33.69
GROUP 4.....	\$ 38.66	33.69
GROUP 5.....	\$ 38.69	33.69
GROUP 6.....	\$ 38.72	33.69
GROUP 7.....	\$ 38.97	33.69
GROUP 8.....	\$ 39.22	33.69
GROUP 9.....	\$ 39.42	33.69
GROUP 10.....	\$ 39.72	33.69
GROUP 11.....	\$ 40.22	33.69
GROUP 12.....	\$ 40.65	33.69

WORK ON ALL MILITARY BASES:
 PREMIUM PAY: \$3.00 per hour additional.
 [29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

APPENDIX C
FEDERAL REQUIREMENTS

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. 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 State 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 MINORITY 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 minority 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 MBE partner must complete Schedule A.) _____

a. Describe the role of the MBE firm in the joint venture. _____

b. Describe very briefly the experience and business qualifications of each non-MBE 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 MBE ownership? _____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.)

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

.....
Name of Firm	Name of Firm
.....
Signature	Signature
.....
Name	Name
.....
Title	Title
.....
Date	Date

Date _____

State of _____

County of _____

Subscribed and sworn to (or affirmed) before me on this
 ____ day of _____, 20____, by
 _____, proved to me on the basis

of satisfactory evidence to be the person(s) who appeared
 before me.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

Subscribed and sworn to (or affirmed) before me on this
 ____ day of _____, 20____, by
 _____, proved to me on the basis

of satisfactory evidence to be the person(s) who appeared
 before me.

Notary Public _____

Commission expires _____

[Seal]

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

iii. NONSEGREGATED FACILITIES

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

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

iv. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bonafide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

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

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

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

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

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

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

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

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

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

vi. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

vii. SAFETY: ACCIDENT PREVENTION

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

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

xii. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

FEDERAL-AID 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:

XIII.

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehema	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	19.1
	2840 Fresno, CA CA Fresno	26.1
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA:	
	SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange	11.9
	4480 Los Angeles-Long Beach, CA CA Los Angeles	28.3
	6000 Oxnard-Simi Valley-Ventura, CA CA Ventura	21.5
	6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino	19.0
	7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara	19.7
	Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	24.6
181	San Diego, CA:	
	SMSA Counties 7320 San Diego, CA CA San Diego	16.9
	Non-SMSA Counties CA Imperial	18.2

XIV.....

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.

TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records,

accounts, other sources of information, and its facilities as may be determined by the CITY or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the CITY shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

ii. cancellation, termination or suspension of the Agreement, in whole or in part.

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

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

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL TRAINEE PROGRAM

This section applies ONLY when a particular Work Order exceeds a 100-Working Day period of performance. For such cases, the Agency will specify the number of required trainees based on requirements of the local procedures manual.

The number of trainees or apprentices to be trained under the requirements of this Special Provision will be ____*__.

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, you shall submit to the City/County of _____:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

You shall 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. You shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

You shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

You shall 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, you shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period

2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

You shall obtain the State's approval for your training program before you start work involving the classification covered by the program.

You shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses 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:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If 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

You shall furnish the apprentice or trainee with a copy of the program that you will comply with in providing the training.

You shall maintain records and submit reports documenting your performance under this 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.

NON-COLLUSION AFFIDAVIT

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

To the CITY of IRVINE, Department of Public Works & Sustainability

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

Note: The above 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.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

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

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

11. Enter the full names of the individual(s) performing services and include full address if different from 10. Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Title 49 CFR 26.13(b):

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

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

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

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

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

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

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

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.

- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

DBE Commitment Submittal

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

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

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency no later than 4:00 p.m. on the 5th calendar day after bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

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 5th calendar day after bid opening.

Bidders are recommended to submit Good Faith Efforts, Exhibit 15-H, form even if the Exhibit 15-G: Construction Contract DBE Commitment indicates that the bidder has met the DBE goal. This form protects the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

DBE information that bidders must submit within 5 calendar days of bid opening includes but is not limited to:

1. The bidder/offeror's overall DBE commitment.
2. Items of work the bidder/offeror has made available to DBE firms. The bidder/offeror identifies and describe those items of work the bidder/offeror might otherwise perform with the bidder/offeror's own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, the bidder/offeror must show the dollar value and percentage of the total contract. It is the bidder/offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
3. Names of certified DBEs, dates on which they were solicited to bid on the project, and the North American Industry Classification System (NAICS) and California Work Category codes that the DBEs are certified in. The bidder/offeror must include the items of work offered. The bidder/offeror must 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. The bidder/offeror must attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. The bidder/offeror is reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
4. Name of selected firm and its status as a DBE for each item of work made available. The bidder/offeror must 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, the bidder/offeror must provide the reasons for the selection.
5. Name and date of each publication in which the bidder/offeror requested DBE participation for the project. The bidder/offeror must attach copies of the published advertisements. 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, the bidder/offeror must 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 the bidder/offeror has provided information, they must identify the name of the DBE assisted, the nature of the information

provided, and date of contact. The bidder/offeror must 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 bidder/offeror or its affiliate. If such assistance is provided by the bidder/offeror, they must 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. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal.
9. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the bidder/offeror's commitment.
10. Written documentation of reason(s) for rejecting DBE quotes.
11. 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.

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 Public Contract Code § 4100 et seq., the City of Irvine may exercise the remedies provided under Public Contract Code § 4110. The City of Irvine may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111.

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the State Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original Contract Price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

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 (Business & Professional 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' website.

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 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.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations website at:

<http://www.dir.ca.gov/DLSE/Debar.html>

A. Nondiscrimination Statement

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

B. Contract Assurance

Under 49 CFR 26.13(b):

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

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

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

D. Prompt Payment of Withheld Funds to Subcontractors

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

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

E. Termination and Substitution of DBE Subcontractors

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

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

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

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

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

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

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

F. Commitment and Utilization

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

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

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

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

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

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

The Agency shall request the prime contractor to:

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

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

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

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

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

G. DBE RUNNING TALLY OF ATTAINMENTS

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

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

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

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

FEDERAL PROJECT NUMBER: _____

Photocopy this form for additional firms.

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

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

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

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

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

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 9-F Instructions

I. Purpose:

Title 49 of the Code of Federal Regulations (CFR), Part 26.37(c) requires recipients of federal-aid funding to “provide a running tally of actual attainments, including a means of comparing these attainments to commitments.” This requirement does not apply to projects that do not have any federal funding.

II. Policy:

- A. To comply with 49 CFR 26.37(c), the prime contractors/consultants must complete the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments and email it to business.support.unit@dot.ca.gov and their local administering agencies after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month. Submission of this Exhibit is required until all DBE subcontracting or material supply activity on the entire project is completed.
- B. Save this form using the following naming convention, [yyyymm]-[Prime's DUNS Number]-[ss].xlsx. [ss] is two digit sequential numbering, applicable when consultant or contractor has more than one 9-F form to complete per pay period. For example, a valid saved file could read: 202001-123456789-01.xlsx

III. Instructions:

- (1) **Reporting Period (mm-yyyy):** Indicate the month and year of payments being reported.
- (2) **Federal Aid Project Number:** Enter the 7 digit federal-aid project number of the lead project on the contract. E.g. 5002(123) is a valid Federal-Aid Project Number.
- (3) **Caltrans District:** Enter the appropriate Caltrans District number as 1 through 12.
- (4) **Local Agency:** List the local agency's name.
- (5) **Contract Number:** List the local agency assigned contract agreement number.
- (6) **Total Contract Award Amount (\$):** Enter the total current contract award amount of the project.
- (7) **DBE Goal Percentage (%):** Enter the contract DBE goal percentage as it appears on the project advertisement.
- (8) **DBE Committed Percentage (%):** Enter percentage of the Prime contract committed to DBE firms.
- (9) **Prime Contractor/Consultant DUNS Number:** Enter the unique nine-digit Data Universal Numbering System (DUNS) that Contractors/Consultants should have in order to participate in Federally-funded contracts.
- (10) **Business Name:** List the name for the prime contractor/consultant as identified in Procedure 9 above.
- (11) **Amount Prime's Invoice This Period (\$):** Enter the total invoice amount that prime submitted for reimbursement this period.
- (12) **Amount Paid to Prime To Date (\$):** Enter the total payment that is paid to the Prime to date.
- (13) **Prime certified DBE:** Enter "Yes" if Prime Contractor/Consultant is certified DBE and "No" otherwise. DBE Prime contractor needs to fill in from procedure (14) to (21) for payments to DBE Subcontractors and DBE Prime's self-performing.

Note: For Procedures (14) through (21) below, insert rows as needed to list all DBEs included on Exhibits 10-O2 or 15-G, and any other DBEs that were utilized regardless of tier.

Exhibit 9-F Instructions

- (14) **DBE Firm name:** List the DBE's firm name.
- (15) **DBE Cert. Number:** List the DBE's certification number as listed in the California Unified Certification Program (CUCP) database.
- (16) **Contract Type:** Select the most appropriate Subcontractor's contract type (Agent, Consultant, Joint Venture, Manufacturer, Prime, Regular Dealer, Subcontractor, Truck/Haul, Service Provider from dropdown list.)
- (17) **Date of Payment:** List current check date when a check is issued to the DBE for work performed by the DBE.
- (18) **Amount of This Payment:** List the total amount paid to the DBE this period.
- (19) **Amount Paid to Date:** List the total amount paid to this DBE to date. This should be a total of past payments plus payment for the current work just invoiced to the Local Agency.
- (20) **Amount Committed to This DBE Firm:** Copy the information from the agency signed Exhibit 10-O2 or 15-G. If the listed DBE was not originally committed to, type "0."
- (21) **Comments:** Add appropriate notes if a DBE subcontract was terminated, a DBE subcontract was added, if change orders impacted the DBE's payments (include good faith efforts the prime contractor/consultant implemented), if task orders weren't issued, etc.
- (22) **Prime Contractor/Consultant Manager's Name:** Enter the manager's name of the prime contractor/consultant of the project.
- (23) **Business Phone Number:** Enter the manager's business phone number of the prime contractor/consultant.
- (24) **Date:** Provide the date this form was prepared.
- (25) **Copy Distribution:** The prime contractor/consultant will need to maintain a copy with the contract file (electronic and/or paper). The prime contractor/consultant will need to e-mail this form as provided in the Section II. Policy, paragraphs A as stated above. Local agency will need to keep a copy with the contract file.

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

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency			4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount		
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment	
				Non-DBE	DBE			
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL				

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

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

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

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

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section upon Execution of Award			15. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____		%		
25. Award Amount: _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			_____ 16. Preparer's Signature 17. Date _____ 18. Preparer's Name 19. Phone _____ 20. Preparer's Title	
_____ 26. Local Agency Representative's Signature 27. Date				
_____ 28. Local Agency Representative's Name 29. Phone				
_____ 30. Local Agency Representative's Title				

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

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

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

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

LOCAL AGENCY SECTION

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

30. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

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

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

Bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Bidders are recommended to submit the following information even if the Exhibit 15-G: Construction Contract DBE Commitment indicate that the bidder has met the DBE goal. This form protects the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

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

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

Publications	Dates of Advertisement

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

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

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

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

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

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

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

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

PUBLIC CONTRACT CODE
Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

xv. Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No _____

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

xvi. Public Contract Code 10232 Statement

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

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

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, manufacturing production processes for steel and iron, manufactured products, and construction materials permanently incorporated into the project shall occur in the United States, except as noted below.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

The Contractor shall furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

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

Construction Materials

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

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber

5. Drywall

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

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

All manufacturing processes for these materials must occur in the United States. Buy America requirements do not apply to the following:

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

Waivers

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

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

1. _____
2. _____

APPENDIX D

ADDITIONAL FEDERAL REQUIREMENTS – U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**Federally Assisted Project
U.S. Department of Housing and Urban Development**

Exhibit 1	NOT USED
Exhibit 2	NOT USED
Exhibit 3	NOT USED
Exhibit 4	NOT USED
Exhibit 5	Compliance with Clean Air and Water Acts
Exhibit 6	Worker's Compensation Certification
Exhibit 7	NOT USED
Exhibit 8	Certification of Understanding and Authorization
Exhibit 9	Request for Additional Classification and Rate
Exhibit 10	Non-Segregated Facilities Certification
Exhibit 11	NOT USED
Exhibit 12	NOT USED
Exhibit 13	Minority and Women's Business Enterprise Tiered Compliance Plan
Exhibit 14	NOT USED
Exhibit 15	Section 3 Bid Document Package
Exhibit 16	NOT USED
Exhibit 17	NOT USED

EXHIBIT 5

Compliance with Clean Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall *furnish* to the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non-exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

EXHIBIT 6

Worker's Compensation Certification

DATE

PROJECT NAME

PROJECT NUMBER

COMPANY NAME

PHONE

COMPANY ADDRESS

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

AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE

DATE

EXHIBIT 8

Certification of Understanding and Authorization

PROJECT NAME/NUMBER

AWARDING AGENCY

COMPANY NAME

COMPANY ADDRESS

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

This is to certify that the principal(s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

PAYROLL OFFICER: (Individual Responsible for Signing Statements of Compliance)

NAME

TITLE

SIGNATURE

DATE

PRINCIPAL OWNER / GENERAL PARTNER: (Listed on CSLB Personnel List)

NAME

TITLE

SIGNATURE

DATE

EXHIBIT 9

Request for Additional Classification and Rate

(Next Page)

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE**

HUD FORM 4230A

OMB Approval Number 2501-0011
(Exp. 8/31/2022)

1. FROM (name and address of requesting agency)	2. PROJECT NAME AND NUMBER
3. LOCATION OF PROJECT (City, County and State)	

4. BRIEF DESCRIPTION OF PROJECT	5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway
---------------------------------	---

6. WAGE DECISION NO. (include modification number, if any) DATE of WAGE DECISION:	7. WAGE DECISION EFFECTIVE DATE (LOCK-IN):
<input type="checkbox"/> COPY ATTACHED	

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)

9. PRIME CONTRACTOR (name, address)	9a. <input type="checkbox"/> Agree <input type="checkbox"/> Disagree	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)
9b. SIGNATURE	DATE	

Check All That Apply:

- The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- The proposed classification is utilized in the area by the construction industry.
- The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- Supporting documentation attached, including applicable wage decision.

Check One:

- Approved, meets all criteria. DOL confirmation requested.
- One or more classifications fail to meet all criteria. DOL decision requested.

<p style="text-align: center;">_____</p> <p style="text-align: center;">Agency Representative (Typed name and signature)</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Phone Number</p>	<p>FOR HUD USE ONLY LR2000:</p> <p>Log in:</p> <p>Log out:</p>
---	--

EXHIBIT 10

Non-Segregated Facilities Certification

PROJECT NAME

PROJECT NUMBER

BID/CONTRACT DOLLAR AMOUNT

COMPANY NAME

COMPANY ADDRESS

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

The federally-assisted construction contractor certifies that he/she does not and will not:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL TITLE/CAPACITY

AUTHORIZED OFFICIAL SIGNATURE

DATE

EXHIBIT 13

Minority and Women's Business Enterprise Reporting

THIS REPORT MUST BE SUBMITTED WITH YOUR BID FOR THIS FEDERALLY-FUNDED CONTRACT OPPORTUNITY

PART 1- BUSINESS INFORMATION FOR CONTRACTOR

DATE PROJECT NAME PROJECT NUMBER FIRM NAME PHONE BUSINESS ADDRESS

TYPE OF FIRM:

(Check One and Provide Information)

Individual Name of Owner Corporation State of Incorporation Partnership Indicate General "G", Limited "L": Joint Venture Joint Venture Participants

Number of year(s) firm has been in business under present ownership:

OWNERSHIP DEMOGRAPHICS:

(Provide the number of owners by race or gender category and the percentage of ownership interest of those individuals)

Table with 7 columns: Black, Hispanic, Alaskan Native/American Indian, Asian/Pacific Islander, White, Women, and rows for Number and % of Assets Owned.

OWNERSHIP INFORMATION:

(List each owner of the firm that has 5 percent or more of the shares in the firm)

Table with 6 columns: Name, Race, Sex, Years of Ownership, Ownership Percentage, Voting Percentage.

I certify that the information provided herein is true and correct.

Federal EIN:

License Number:

DUNS Number:

SIGNATURE

DATE

IF LESS THAN 50% MINORITY OR WOMEN OWNED, PROCEED TO PART 2

AND PROVIDE INFORMATION ON SUBCONTRACTS OR SUB-TIER CONTRACTING WITH MBE/WBE FIRMS.

PART 2

MBE AND WBE SUBCONTRACTING

DATE

PROJECT NAME

PROJECT NUMBER

FIRM NAME

PHONE

BID DATE

BID/CONTRACT AMOUNT

Provide information on each subcontract or sub-tier contract to be awarded to MBE/WBE firms.
Attach a completed copy of Part 1 (previous page) from each MBE/WBE firm listed below.

Subcontractor Firm Name	Scope of Work / Supplies to be Provided	Check One		Dollar amount contract:
		MBE	WBE	

I certify that the information provided herein is true and correct.

Subcontract Type	Dollar Amount	Percentage of Total Bid
MBE:	\$	%
WBE:	\$	%

SIGNATURE

DATE

**IF BIDDER / CONTRACTOR IS LESS THAN 50% MINORITY OR WOMEN OWNED (Part 1) AND IF MBE AND WBE FIRMS ARE NOT SUBCONTRACTED (Part 2),
PROCEED TO PART 3 AND COMPLETE THE CONTRACTING / GOOD FAITH EFFORT CERTIFICATION**

PART 3

CONTRACTING/GOOD-FAITH EFFORT CERTIFICATION

This certification must be signed and submitted with your bid or proposal when the bidder is not an MBE or WBE (Part 1) or does not subcontract with MBE or WBE firms (Part 2).

Please initial where indicated that you have read and complied with at least three (3) of the Good Faith Efforts listed below. You must attach documentation to demonstrate that at least three (3) good-faith efforts were made to secure MBE/WBE participation in this contracting opportunity. Your good-faith effort will be evaluated in accordance with the criteria listed below.

Good Faith Efforts Implemented (Minimum of 3)	Initial here if true and correct
1. The Bidder/Firm attended a pre-bid meeting hosted by the awarding agency to gain knowledge of the project requirements and goals (if a pre-bid meeting was offered).	_____
2. The Bidder/Firm advertised the availability of subcontracting or supply opportunities for MBE/WBE firms in connection with this project. If so, complete the following: Media where advertised: _____ Media contact information: _____ _____ Date(s) of advertisement: _____ Attach copies of the advertisement(s) to this form and submit with bid. <i>Note: Electronic advertisements are acceptable.</i>	_____
3. The Bidder/Firm provided interested potential MBE/WBE subcontractors with the project plans and specifications. <i>Attach a list of MBE/WBE firms that received project plans and specifications. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.</i>	_____
4. The Bidder/Firm provided potential MBE/WBE subcontractors with technical assistance or advised that technical assistance was available from the bidder to facilitate understanding of the contract requirements and to complete the paperwork necessary to participate in this contract. <i>Attach a list of MBE/WBE firms that your company provided assistance to. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, and a description of the technical assistance provided.</i>	_____
5. The Bidder/Firm made follow-up contacts with potential MBE/WBE firms which expressed an interest in the project. <i>Attach a list of MBE/WBE firms that your company followed-up with. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.</i>	_____

Good Faith Efforts Implemented (Minimum of 3)

**Initial here
if true and
correct**

6. The Bidder/Firm requested assistance from organizations which identify potential MBE/WBE firms. _____

Attach a list of organizations consulted to include the name of the organization, address, city, state, zip code, contact person, time and dates contracted, method contacted, and results.

7. The Bidder/Firm contacted potential MBE/WBE firms and negotiation was made in good faith. _____

Attach a list of MBE/WBE firms that your company negotiated with. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, whether MBE or WBE, if plans or specifications were provided to the other party, and the results of your negotiations. Also attach copies of any internal documents that will evidence the same and submit with bid.

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief.

Under the penalty of perjury, I certify that the above information is true and correct.

SIGNATURE

DATE

TITLE

PHONE

EXHIBIT 15

Section 3 Bid Package

<u>ITEM</u>	<u>PURPOSE</u>
Section 3 Clause:	<i>This is a Section 3 Covered housing rehabilitation, housing construction or other public construction project. The provisions of 24 CFR Part 75 apply to all contracts and subcontracts.</i>
Sample Section 3 Pre-Bid Meeting Checklist	<i>This document is for informational purposes only.</i>
Business Certification:	<i>Used to document the status of a bidder or subcontractor as a Section 3 Business or as a business that is making a written commitment to meet the Section 3 benchmarks.</i>
Sample Qualitative Outreach Efforts:	<i>Sample Qualitative Outreach Efforts for contractors seeking to hire Section 3 Workers and Targeted Section 3 Workers by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Statement of Section 3 Qualifications is submitted.</i>
Statement of Section 3 Qualifications:	<i>The Statement of Section 3 Qualifications Form is used to document the bidder's past performance on Section 3-covered projects and outlines the commitments the bidder makes to meet the Section 3 Worker and Targeted Section 3 Worker labor hour obligations (benchmarks).</i>
Section 3 Worker Certification Forms:	<i>The Section 3 Worker and Targeted Section 3 Worker Certification Forms are used to document each individual claimed as a Section 3 Worker or Targeted Section 3 Worker.</i>
Summary Labor Report:	<i>Contractors and subcontractors are required to submit a Summary Labor Report on July 1st of each year and with their final Certified Payroll Report to document compliance with the Section 3 benchmarks.</i>

Section 3 Clause
Federal Contract Provision
24 CFR Part 75

- a. This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- b. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- c. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- d. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- e. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.
- f. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- g. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- h. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section 3 requirements of 24 CFR Part 75.

Sample Section 3 Pre-Bid Meeting Checklist

Project Name		Project Number
Date	Time	Location

This presentation will familiarize you with the federal requirements applicable to this contract because it is funded in whole or in part with federal housing and community development assistance administered by the U.S. Department of Housing and Urban Development (HUD). Please be sure to ask me any questions you may have about these requirements before you leave today's meeting.

SECTION 3 EMPLOYMENT, CONTRACTING, AND TRAINING OPPORTUNITY PROGRAM

- Section 3 of the Housing and Community Development Act of 1968 requires that the local contracting agency implement an employment, contracting and training opportunity program in connection with its HUD-funded housing construction, housing rehabilitation, or other public construction contracts. The goal of Section 3 is to provide employment and training opportunities to individuals that qualify as "Section 3 Workers and Targeted Section 3 Workers."
- This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- A Section 3 Worker is a worker who currently fits or when hired within the past five years (as documented) fits at least one of the following categories:
 - a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - b. The worker is employed by a Section 3 business concern.
 - c. The worker is a YouthBuild participant.
- For Housing and Community Development Financial Assistance – A Targeted Section 3 Worker is:
 - a. A worker employed by a Section 3 business concern; or
 - b. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project, which is defined as an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census; or

(ii) A YouthBuild participant.

- A Section 3 Business is a business concern meeting at least one of the following criteria, documented within the last six-month period:
 - a. is at least 51 percent owned and controlled by low- or very low-income persons;
 - b. over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - c. is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- The local contracting agency is required by HUD to implement Section 3 to the greatest extent feasible, which means that the local contracting agency and its subrecipients, contractors and subcontractors must undertake all reasonable measures to meet the established HUD Labor Hour Benchmarks for Section 3 Workers and Targeted Section 3 Workers. The current HUD Section 3 minimum labor hour benchmarks are as follows:

Labor Hour Standard	Ratio Formula	Minimum %
Section 3 Workers	Section 3 Workers ÷ Total Labor Hours	25%
Targeted Section 3 Workers	Targeted Section 3 Workers ÷ Total Labor Hours	5%

Note that the Section 3 Labor Hours Worked reflected above should also include the Total Labor Hours worked for Targeted Section 3 Workers.

- Upon completion of the contract, the successful bidder will be required to provide the Contractor's Section 3 Labor Report Summary, a document summarizing labor hour accomplishments and detailing all efforts made to create contracting, employment and training opportunities for low-income residents in connection with this project. This form is also included in the bid document; however, it is to be submitted on July 1st or with your final Certified Payroll Report, whichever occurs first.

CONTRACTOR ELIGIBILITY

- All contractors' license status will be verified by the local contracting agency with the Contractors State License Board.
- The local contracting agency will verify the debarment status of all contractors through the U.S. General Services Administration's System for Award Management (SAM).
- The local contracting agency will verify that all contractors have appropriate insurance in conformance with contract requirements.

FEDERAL PREVAILING WAGE: APPLICABLE NOT APPLICABLE TO THIS PROJECT

- This is a federally assisted construction contract. The Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail.
- The Federal Labor Standards Provisions, "HUD-4010 form," included in the Bid Document as a part of the prime contract, details the federal prevailing wage requirements applicable to this contract.
- The applicable Federal wage decision will lock-in 10-calendar days prior to the physical bid opening date.

- The hourly rate to be paid to each worker, as listed in the wage decision, may be higher than wages paid for private work.
- The hourly Fringe Benefit rate listed in the wage decision must be added to and paid as part of the workers hourly rate, or paid into an approved plan, as documented on the "Fringe Benefit Statement" form.
- The wage decision and notices must be posted at the job site in a place that is accessible to all employees.
- The "Public Works Payroll Report" form (WH-347 form or similar format) must be submitted on a weekly-basis through the LCPTTracker™ system.
- A "Statement of Compliance" form (WH-348 form or similar format) must be attached to each payroll report submitted through the LCPTTracker™ system.
- All work classifications used in the "Weekly Certified Payroll Report" (CPR) must be listed in the wage decision.
- Classifications and rates used, but not listed in the wage decision must be approved in advance by HUD.
- "OTHER" deductions must be "Authorized" by the employee. A copy of this documentation must be attached to the first CPR where an "OTHER" deduction appears for an employee.

EQUAL EMPLOYMENT OPPORTUNITY

- Contractor(s) [\$10,000 or more] must implement the requirements outlined in the "EEO Clause" of your contract.
- Notification will be made by the local contracting agency to the DOL Office of Federal Contract Compliance Programs of all contracts and subcontracts of \$10,000 or more.

LCPTTracker™

- During the project, all participating contractor(s) will be required to submit all compliance documents and CPRs via the the LCPTTracker™ system.
- At the Pre-Construction Meeting and prior to issuance of the Notice to Proceed, the awarded Prime Contractor shall provide the names and email addresses of the payroll officers of each participating contractor to facilitate system access.

Section 3 Business Certification Form
Federal Compliance Form – To be submitted with Bid to be Responsive to Section 3

Project Name	Project Number	Bid/Contract Amount
Business Name		
Business Address		
Telephone Number	Contractor's License Number	Federal Employer Identification Number
DUNS Number		

1. The above-named business is a Section 3 Business Concern based on the following qualifications:

51 percent owned and controlled by low- or very low-income persons

Number of Low- or Very Low-income Owners _____ ÷ Number of Owners _____ = _____ %

(Attach Section 3 Worker and Targeted Section 3 Worker Certifications for all Section 3 owners claimed and a list of all other non-income eligible owners)

Over 75 percent of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

a. Total Number of Labor Hours for the prior three-month period _____
 b. Number of Labor Hours for the prior three-month period performed by Section 3 Workers _____
 c. $b \div a =$ _____ %

(Attach Summary Labor Report Form for the prior three-month period)

At least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

Number of Section 3 Resident Owners _____ ÷ Number of Owners _____ = _____ %

(Attach Section 3 Worker and Targeted Section 3 Worker Certification for all Section 3 owners claimed)

2. The above-named business is **not** a Section 3 Business Concern, but commits to meeting the Section 3 goal on this project by:

Making a Written Commitment

Our company declares its intention to incorporate Section 3 into our normal hiring practices beginning with all openings effective on or after the date of contract award, with the goal of becoming a Section 3 Business Concern; and comply with the employment and training and contracting prioritization efforts of 24 CFR 75.19. On this project, our company and its subcontractors will collectively meet the following Section 3 minimum labor hour benchmarks:

Labor Hour Standard	Ratio Formula	Minimum %
Section 3 Workers	Section 3 Workers ÷ Total Labor Hours	25%
Targeted Section 3 Workers	Targeted Section 3 Workers ÷ Total Labor Hours	5%

We have attached the Statement of Section 3 Qualifications, and Business Certifications for all subcontracts claimed; and agree to conduct and document outreach efforts to hire Section 3 Workers and Targeted Section 3 Workers and collect Section 3 Worker and Section 3 Targeted Worker Certifications, and document their labor hours as well as total labor hours throughout the duration of the project.

The undersigned declares that the above information is complete and correct.

Printed Owner/Principal Name	Owner/Principal Signature	Date
------------------------------	---------------------------	------

Sample Qualitative Outreach Efforts for Contractors Seeking to Hire Section 3 Workers and Targeted Section 3 Workers

A Section 3 responsive bidder who commits to hire Section 3 Workers and Targeted Section 3 Workers by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Statement of Section 3 Qualifications is submitted.

REMEMBER: All employees of a business/firm that work on a Section 3 Project count toward meeting your Section 3 goals—Section 3 New Hires do not have to be construction workers, they just have to work on the Section 3 Project.

The following represent sample measures that can be undertaken to expand your Section 3 Worker and Targeted Section 3 Worker hiring;

- Engage in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provide training or apprenticeship opportunities.
- Provide technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provide or connect Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Hold one or more job fairs.
- Provide or refer Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
- Provide assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assist Section 3 workers in obtaining financial literacy training and/or coaching.
- Engage in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provide technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divide contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promote the use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121 (e)(2) of the Workforce Innovation and Opportunity Act.

Remember to document all of your efforts for retention within your project files and for submission to the local contracting agency.

Statement of Section 3 Qualifications

Contractor name and address		Project number:	Dollar amount of contract:
		Contact person and title:	
		Contact person email address:	
Phone: (include area code)	Contractor's license number and class:	Federal EIN:	Date report submitted:
Date(s) covered:		Do you currently qualify as a Section 3 Business Concern? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Part I: Past Performance under Section 3 Projects

Has your firm previously performed work on Section 3 projects? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please complete the attached spreadsheet detailing your Section 3 accomplishments for the last year
--

Part II: Efforts to Meet Section 3 Worker and Targeted Work Labor Hour Obligations

Please specify the commitments that you have made to meet your Section 3 Worker and Targeted Work Labor Hour Obligations
<input type="checkbox"/> We have a sufficient number of verifiable Section 3 Workers and Targeted Section 3 Workers currently employed, which based on the labor hour projections for this project, will meet or exceed both of the HUD Minimum Labor Hour Thresholds of 25% for Section Workers and 5% for Targeted Section 3 Workers.
<input type="checkbox"/> We have contractual commitments with Section 3 Business Concerns, which when combined with labor hour projections for our staff and those of the Section 3 Business Concerns for this project, will meet or exceed both of the HUD Minimum Labor Hour Thresholds of 25% for Section Workers and 5% for Targeted Section 3 Workers.
<input type="checkbox"/> We will engage in outreach efforts to identify and secure bids from Section 3 Business Concerns, which when combined with labor hour projections for our staff and those of the Section 3 Business Concerns for this project, will meet or exceed both of the HUD Minimum Labor Hour Thresholds of 25% for Section Workers and 5% for Targeted Section 3 Workers.

Statement of Section 3 Qualifications continued on the next page.

We commit to performing the following targeted outreach activities to expand the number of Section 3 Workers and Targeted Section 3 Workers to a level which based on the labor hour projections for this project, will meet or exceed both of the HUD Minimum Labor Hour Thresholds of 25% for Section Workers and 5% for Targeted Section 3 Workers (list all outreach activities to be performed):

We commit to performing the following measures designed to ensure that the labor hours performed by Section 3 Workers and Targeted Section 3 Workers for this project, will meet or exceed both of the HUD Minimum Labor Hour Thresholds of 25% for Section Workers and 5% for Targeted Section 3 Workers (provide a detailed description of the measures to be implemented):

Statement of Section 3 Qualifications continued on the next page.

Part III: Labor Utilization Projections for Section 3 Workers and Targeted Section 3 Workers

Please complete the following information for the project for which this bid proposal is being submitted:

Current Staffing	
Total Number of Personnel that will be working on this Project	
Number of currently employed Section 3 Workers that will be working on this Project	
Number of currently employed Targeted Section 3 Workers that will be working on this Project	

Projected Labor Utilization Includes Current and New Hires, Subcontractors, and Work performed by Section 3 Business Concerns	
a. Total Projected Labor Hours for all Project Personnel	
b. Total Projected Labor Hours for Section 3 Workers	
c. Total Projected Labor Hours for Targeted Section 3 Workers	
Projected Labor Hours by Section 3 Workers as a percentage of Total Labor Hours (b ÷ a)	%
Projected Labor Hours by Targeted Section 3 Workers as a percentage of Total Labor Hours (c ÷ a)	%

Part IV: Efforts performed to generate economic opportunities and assist in meeting Section 3 Labor Hour Requirements

Please indicate which of the following measure have been completed prior to the submission of this bid:	
<input type="checkbox"/>	Trained and/or Employed ____ Section 3 Workers and _____ Targeted Section 3 Workers (attach Section 3 Worker Certifications and Targeted Section 3 Worker Certifications)
<input type="checkbox"/>	Awarded subcontracts to ___ Section 3 Business Concern(s). (attach Section 3 Business Concern Certifications)
<input type="checkbox"/>	Attempted to recruit Section 3 Workers through: <ul style="list-style-type: none"> <input type="checkbox"/> Advertising through local media, television, radio, newspaper (attach copy of advertisement) <input type="checkbox"/> Signs prominently displayed at the project site <input type="checkbox"/> Contacts with Community Organizations (attach correspondence) <input type="checkbox"/> Contacted management to notify residents of job availability and posted or distributed flyers at public housing authority (Attach list)
<input type="checkbox"/>	Participated in a HUD program or other program which promotes the training or employment of low-income individuals (attach supporting documentation)
<input type="checkbox"/>	Participated in a HUD program or other program which promotes the award of contracts to Section 3 Business Concerns
<input type="checkbox"/>	Contacted agencies administering HUD Youth-Build programs. (Attach correspondence documentation)
<input type="checkbox"/>	Maintained a file of eligible qualified low-income Residents and qualified Section 3 Business Concerns for future employment
<input type="checkbox"/>	OTHER: (Describe and attach supporting documentation)

Statement of Section 3 Qualifications continued on the next page.

Section 3 Accomplishments (Please include all Section 3 Projects in which you participated during the last 12 months)				
Project Name	Construction Dates	Funding Entity	Funding Entity Contact Information (Name, Phone and email)	Were All Section 3 Obligations Met for this Project?
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

Title 18, Section 1001 of the U.S. Code provides that it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein and in its respective attachments are true and correct to the best of my knowledge and belief.

Under the penalty of perjury, I certify that the above information is true and correct.

_____ Printed Name

_____ Title

_____ Signature

_____ Date

**SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION
COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE**

Employee Residing in Los Angeles County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name

Date Hired (Month/Date/Year)

Employee Address

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$70,650 or less	2023 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income): The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers and Targeted Section 3 workers hired prior to November 30, 2020, may only be certified beginning November 30, 2020.

Year Hired	Applicable Income Limit	Income Standard
2022	<input type="checkbox"/> My annual income for 2021 was \$66,750 or less	2021 Income Limit
2021	<input type="checkbox"/> My annual income for 2020 was \$63,100 or less	2020 Income Limit
2020	<input type="checkbox"/> My annual income for 2019 was \$58,450 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$54,250 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$50,500 or less	2017 Income Limit

2. I am a YouthBuild participant.
3. I am a Public Housing Resident.
4. I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature

Date

EMPLOYER CERTIFICATION

Employee Name: _____

Company Name: _____

Our company: is a Section 3 Business Concern, or is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

Printed Name

Title

Signature

Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

- a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- b. The worker is employed by a Section 3 business concern.
- c. The worker is a YouthBuild participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- a. Be employed by a Section 3 business concern; or
- b. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.); or
 - (ii) A YouthBuild participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- a Section 3 Worker
- a Targeted Section 3 Worker
- Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker

SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION
COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE
Employee Residing in San Bernardino or Riverside County
Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name Date Hired (Month/Date/Year)

Employee Address

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$52,200 or less	2023 Income Limit
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For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income): The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers and Targeted Section 3 workers hired prior to November 30, 2020, may only be certified beginning November 30, 2020.

Year Hired	Applicable Income Limit	Income Standard
2022	<input type="checkbox"/> My annual income for 2021 was \$49,300 or less	2021 Income Limit
2021	<input type="checkbox"/> My annual income for 2020 was \$42,250 or less	2020 Income Limit
2020	<input type="checkbox"/> My annual income for 2019 was \$40,250 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$37,750 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$36,150 or less	2017 Income Limit

- 2. I am a YouthBuild participant.
- 3. I am a Public Housing Resident.
- 4. I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature Date

EMPLOYER CERTIFICATION

Employee Name: _____

Company Name: _____

Our company: is a Section 3 Business Concern, or is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

Printed Name Title

Signature Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

- 2. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- 3. The worker is employed by a Section 3 business concern.
- 4. The worker is a YouthBuild participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- c. Be employed by a Section 3 business concern; or
- d. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.); or
 - (ii) A YouthBuild participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- a Section 3 Worker
- a Targeted Section 3 Worker
- Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker

**SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION
COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE**

Employee Residing in Orange County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name

Date Hired (Month/Date/Year)

Employee Address

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$80,400 or less	2023 Income Limit
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For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income): The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers and Targeted Section 3 workers hired prior to November 30, 2020, may only be certified beginning November 30, 2020.

Year Hired	Applicable Income Limit	Income Standard
2022	<input type="checkbox"/> My annual income for 2021 was \$75,900 or less	2021 Income Limit
2021	<input type="checkbox"/> My annual income for 2020 was \$71,750 or less	2020 Income Limit
2020	<input type="checkbox"/> My annual income for 2019 was \$66,500 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$61,250 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$58,450 or less	2017 Income Limit

2. I am a YouthBuild participant.
3. I am a Public Housing Resident.
4. I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature

Date

EMPLOYER CERTIFICATION

Employee Name: _____

Company Name: _____

Our company: is a Section 3 Business Concern, or is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

Printed Name	Title
Signature	Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

- d. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- e. The worker is employed by a Section 3 business concern.
- f. The worker is a YouthBuild participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- e. Be employed by a Section 3 business concern; or
- f. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.); or
 - (ii) A YouthBuild participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- a Section 3 Worker
- a Targeted Section 3 Worker
- Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker

**SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION
COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE**

Employee Residing in San Diego County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name

Date Hired (Month/Date/Year)

Employee Address

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$77,200 or less	2023 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income): The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers and Targeted Section 3 workers hired prior to November 30, 2020, may only be certified beginning November 30, 2020.

Year Hired	Applicable Income Limit	Income Standard
2022	<input type="checkbox"/> My annual income for 2021 was \$72,900 or less	2021 Income Limit
2021	<input type="checkbox"/> My annual income for 2020 was \$64,700 or less	2020 Income Limit
2020	<input type="checkbox"/> My annual income for 2019 was \$59,950 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$54,500 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$50,950 or less	2017 Income Limit

2. I am a YouthBuild participant.
3. I am a Public Housing Resident.
4. I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature

Date

EMPLOYER CERTIFICATION

Employee Name: _____

Company Name: _____

Our company: is a Section 3 Business Concern, or is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

Printed Name

Title

Signature

Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

- 3. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- 4. The worker is employed by a Section 3 business concern.
- 5. The worker is a YouthBuild participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- g. Be employed by a Section 3 business concern; or
- h. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.); or
 - (ii) A YouthBuild participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- a Section 3 Worker
- a Targeted Section 3 Worker
- Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker

**SECTION 3 WORKER and TARGETED SECTION 3 WORKER CERTIFICATION
COMMUNITY DEVELOPMENT FINANCIAL ASSISTANCE**

Employee Residing in Ventura County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Employee Name

Date Hired (Month/Date/Year)

Employee Address

I hereby certify that I am a Section 3 Worker based on currently meeting, or meeting when hired within the past five years at least one of the following qualification(s) - check all that apply:

1. I am a low-income resident of the metropolitan area and:

For new hires:

<input type="checkbox"/> My current annual income is \$74,400 or less	2023 Income Limit
---	-------------------

For employees hired within the last five (5) years, please specify if you met the applicable income requirement for the year in which you were hired (based on previous year income): The five-year period for a worker cannot begin before November 30, 2020; therefore, Section 3 workers and Targeted Section 3 workers hired prior to November 30, 2020, may only be certified beginning November 30, 2020.

Year Hired	Applicable Income Limit	Income Standard
2022	<input type="checkbox"/> My annual income for 2021 was \$70,250 or less	2021 Income Limit
2021	<input type="checkbox"/> My annual income for 2020 was \$63,250 or less	2020 Income Limit
2020	<input type="checkbox"/> My annual income for 2019 was \$58,600 or less	2019 Income Limit
2019	<input type="checkbox"/> My annual income for 2018 was \$56,800 or less	2018 Income Limit
2018	<input type="checkbox"/> My annual income for 2017 was \$55,950 or less	2017 Income Limit

2. I am a YouthBuild participant.
3. I am a Public Housing Resident.
4. I live in Section 8 Assisted Housing.

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature

Date

EMPLOYER CERTIFICATION

Employee Name: _____

Company Name: _____

Our company: is a Section 3 Business Concern, or is not a Section 3 Business Concern

The above-named employee was hired on: _____

The above-named employee's job title is: _____

If the company is not a Section 3 Business Concern and the specified employee does not meet any of the above criteria for designation as a Section 3 Worker, please complete the following:

SECTION 3 WORKER:

- The worker's income from our company is below the income limit when based on a projection of the worker's wage rate annualized on a full-time basis, or
- The worker's income from our company exceeds the income limit when based on a projection of the worker's wage rate annualized on a full-time basis.

TARGETED SECTION 3 WORKER:

- The above specified employee lives within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.)

Under the provisions of Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Employer Certification:

_____	_____
Printed Name	Title
_____	_____
Signature	Date

FOR OFFICE USE ONLY

To be determined eligible as a Section 3 Worker, the worker must currently fit or when hired within the past five years fit at least one of the following categories, as documented:

- g. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- h. The worker is employed by a Section 3 business concern.
- i. The worker is a YouthBuild participant.

To be determined eligible as a Targeted Section 3 Worker, the worker must meet one the following criteria:

- i. Be employed by a Section 3 business concern; or
- j. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project [within one mile of the location of the Section 3 project for which this certification is being submitted (or if fewer than 5,000 people live within one mile of the project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.); or
 - (ii) A YouthBuild participant.

Based on the information contained herein, the worker identified in this certification qualifies as:

- a Section 3 Worker
- a Targeted Section 3 Worker
- Does not qualify as either a Section 3 Worker or a Targeted Section 3 Worker

Section 3 Summary Labor Report

Submit with Final Certified Payroll Report or on July 1st, whichever occurs first.

Project Name

The labor hours reported in this table must include the total number of labor hours worked with Housing and Community Development financial assistance for the above specified project, including labor hours worked by any contractors and subcontractors.

Labor hours for Section 3 Workers and Targeted Section 3 Workers that are classified as professional services are to be reported within their respective columns; however the total professional services labor hours are not to be included in the "All Workers Total Labor Hours Worked" Column.

Labor Hours Report for the Project funded with Community Development Financial Assistance			
Contractors and Subcontractors <small>List the names of all contractors and subcontractors performing work on the above specified project. (attach additional pages, if required)</small>	All Workers Total Labor Hours Worked	Section 3 Workers Total Labor Hours Worked*	Targeted Section 3 Workers Total Labor Hours Worked
Totals			

* Please note that the Section 3 Labor Hours Worked reflected above should also include the Total Labor Hours worked for Targeted Section 3 Workers. This also applies to the Labor Hours Calculation table below for determining compliance with HUD Benchmarks minimums.

Section 3 Summary Labor Report continued on the next page.

Section 3 Labor Hour Calculations

Based on your entries above, please calculate the following labor hour standards for your Housing and Community Development project:

Labor Hour Calculations			
Labor Hour Standard	Ratio Formula	%	2021 HUD Benchmark Minimums
Section 3 Workers	$\text{Section 3 Worker's Labor Hours} \div \text{Total Labor Hours}$		25%
Targeted Section 3 Workers	$\text{Targeted Section 3 Worker's Labor Hours} \div \text{Total Labor Hours}$		5%

Prioritization of Employment and Training, and Contracting

Employment and training

- I certify that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, that we have ensured that employment and training opportunities arising in connection with this Section 3 project are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- I certify that where feasible, priority for opportunities and training described in the above paragraph were given to:
 - a. Section 3 workers residing within the service area or the neighborhood of the project, and
 - b. Participants in YouthBuild programs.

Contracting

- I certify that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, that we have ensured that contracts for work awarded in connection with this Section 3 project were provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- I certify that where feasible, priority for contracting opportunities described in the above paragraph were given to:
 - a. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
 - b. YouthBuild programs.

Section 3 Summary Labor Report continued on the next page.

If both of your labor hour percentage calculations for Section 3 Workers and Targeted Section 3 Workers are below the respective 2021 HUD Section 3 Benchmarks and you have met all of the prioritization of employment and training, and contracting requirements, please sign the certification below for the information entered above, and complete Section 2 of this form below.

If both of your labor calculation percentages for Section 3 Workers and Targeted Section 3 Workers meet or exceed the 2021 HUD Benchmark minimums, then please sign the certification below:

Under the penalty of perjury, I certify that the above information is true and correct.

_____	_____
Printed Name	Title
_____	_____
Signature	Date

Section 3 Summary Labor Report continued on the next page.

SECTION 2

Please indicate which of the following qualitative Section 3 compliance activities that you or your subcontractors performed have:

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers
- Provided training or apprenticeship opportunities
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services
- Held one or more job fairs
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care)
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training
- Assisted Section 3 workers to obtain financial literacy training and/or coaching
- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act
- Other (please specify): _____

- Other (please specify): _____

Section 3 Summary Labor Report continued on the next page.

PLEASE attach documentation that supports the performance of the above specified measures by contractors and subcontractors, and sign the certification below:

Under the penalty of perjury, I certify that the above information is true and correct.

Printed Name

Title

Signature

Date

APPENDIX E

IRVINE COMMUNITY WORKFORCE AGREEMENT (CWA) CWA LETTER OF ASSENTMENT

EXHIBIT III

COMMUNITY WORKFORCE AGREEMENT

BY AND BETWEEN

THE CITY OF IRVINE

AND

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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CITY OF IRVINE
COMMUNITY WORKFORCE AGREEMENT

This Community Workforce Agreement (“**Agreement**”) is entered into effective as of November 1, 2023, by and between the City of Irvine, a municipal corporation (“**City**”), the Los Angeles/Orange Counties Building and Construction Trades Council (“**Trades Council**”), and the signatory craft councils and local unions signing this Agreement (collectively, the “**Union**” or “**Unions**”). This Agreement establishes certain labor relations policies and procedures for the City, the Contractors awarded contracts for Project Work and for the crafts persons employed by the Contractors and represented by the Unions engaged in the Project Work as more fully described below. The City, Trades Council and Unions are hereinafter referred to herein, as the context may require, as “Party” or “Parties.”

It is understood by the Parties that for the duration of this Agreement, it shall be the policy of the City for all Project Work (as defined in Section 2.2.) to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as **Attachment A**), and to require each of their subcontractors, of whatever tier, to become so bound; provided, however, that this obligation shall be fully discharged by including a provision in City’s agreements with Contractors that requires execution of the Letter of Assent by each of Contractors subcontractors. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the City.

It is further understood that the City shall administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all Parties, the Contractors and crafts persons working under it, and the residents of the City. The City shall therefore designate a “CWA Administrator,” either from its own staff or an independent contractor. The CWA Administrator will be charged with responding to inquiries about the CWA, to serve as the City’s liaison for Contractors and other persons related to the CWA, to monitor compliance with this Agreement; and to assist, as the authorized representative of the City, in developing and implementing the programs referenced herein.

ARTICLE 1
DEFINITIONS

Section 1.1 “**Agreement**” or “**CWA**” means this Community Workforce Agreement.

Section 1.2 “**Apprentice**” means those craft employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3 “**City Residents**” means individuals residing in those U. S. Postal Service zip codes which overlap all of the City of Irvine, as set forth in “**Attachment B**” attached hereto.

Section 1.4
into by the City, for the construction of Project Work as specified in Section 2.2.

Section 1.5 “**Contractor**” means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City or any of its contractors or any of the City's or contractor's subcontractors of any tier, with respect to the performance of any non-excluded Project Work under contract terms and conditions approved by the City and which incorporate this Agreement.

Section 1.6 “**City**” means the City of Irvine.

Section 1.7 “**CWA Administrator**” means the City’s authorized representative who will be the liaison between the City, Contractors, and the Unions. The CWA Administrator is charged with responding to inquiries about the CWA and, in the City’s sole discretion, reasonably monitoring compliance with the CWA.

Section 1.8 “**Joint Labor/Management Apprenticeship Program**” means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.9 “**Letter of Assent**” means the document that each Contractor (of any tier) must sign and submit to the City and the Trades Council, before beginning any non-excluded Project Work, which formally binds such Contractor(s) to adherence to all the forms, requirements and conditions of this Agreement. The approved form of the Letter of Assent is attached hereto as “**Attachment A**.”

Section 1.10 “**Master Labor Agreements**” means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 1.11 “**Project**”, “**Project Work**”, “**City Project**”, or “**City Project Work**” means the demolition and construction work to be performed on City property or within easements secured by the City consisting of the construction of public works, pursuant to a Construction Contract entered into by the City.

Section 1.12 “**Specialty Contract**” means a contract for Project Work let by the City with a specialty contractor which is either limited to a particular single trade or craft or limited to a singular scope of work (*i.e.*, installing a toilet.)

Section 1.13 “**Specialty Contractor**” means a contractor which is either limited to a particular single trade or craft or limited to a singular scope of work (*i.e.*, installing a toilet.)

Section 1.14 “**Steward**” means a person designated by a signatory Union pursuant to perform the functions defined in Section 4.2.

Section 1.15 “**Subscription Agreement**” means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of the Master Labor Agreements.

Section 1.16 “**Veteran**” means a veteran as defined in Title 38, Section 101(2) of the United States Code as the same may be amended or re-codified from time to time.

ARTICLE 2
SCOPE OF THE AGREEMENT

Section 2.1 General. This Agreement shall apply to all of the City Project Work performed by those Contractor(s) of whatever tier that have contracts awarded for such work.

Section 2.2 Specific. Project Work covered by this Agreement is defined and limited to:

2.2.1 All construction and major rehabilitation work pursuant to prime multi-trade Construction Contracts that exceed five hundred thousand dollars (\$500,000) and all subcontracts flowing from those prime multi-trade Construction Contracts; and

2.2.2 All prime Specialty Contracts, that exceed one hundred fifty thousand dollars (\$150,000) and all subcontracts flowing from those prime Specialty Contracts; and

2.2.3 The thresholds set forth in sections 2.2.1 and 2.2.2 shall also apply to work contracted for, in whole or in part, by the City to be performed at the Great Park (such as the planned amphitheater project); and

2.2.4 The City may, at any time and at its sole discretion, determine to build additional buildings, facilities, and other projects under this Agreement which are not otherwise covered as Project Work.

2.2.5 This Agreement is not intended to apply to and shall not apply to any work performed at any time prior to the effective date of this Agreement, or after the expiration or termination of this Agreement, except as otherwise provided herein. This Agreement shall in no way limit the City's right to terminate, modify or rescind any Construction Contract and/or any related subcontract or agreement. Should the City terminate, modify, or rescind any contract or agreement for construction that does not fall within the scope of this Agreement and thereafter, during the term of this Agreement, authorize that work be commenced on any contract for such construction (where such work qualifies as Project Work under Sections 2.2.1 through 2.2.4), such contract for construction shall be performed under the terms of this Agreement.

Section 2.3 Bundling of Contracts.

2.3.1 The City, in its sole discretion, may seek to group (or "bundle") for bidding, contracts not meeting the threshold of Section 2.2 above, in which case, if the bundled contracts exceed the thresholds under Sections 2.2.1 through 2.2.4, such bundled contracts shall be within the scope of this Agreement. Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement; and

2.3.2 Project Work will not be intentionally split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 Applicability. This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions. Items specifically excluded from the scope of this Agreement include the following:

2.5.1 Work of non-manual employees, including but not limited to: superintendents; teachers; supervisors (except those covered by Master Labor Agreements above the level of general foreman); staff engineers; timekeepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, executive, administrative, supervisory and management employees;

2.5.2 Equipment and machinery owned or controlled and operated by the City;

2.5.3 All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project, and the movement of materials or goods between such locations and a Project site are within the scope of this Agreement;

2.5.4 All work performed by City employees and/or the CWA Administrator;

2.5.5 All work performed by design teams (including, but not limited to architects engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants; employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that surveyors, building/construction inspectors and field soils and materials testers (collectively, "Inspectors") are a covered craft under the Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for said crafts. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under a professional services agreement or a construction contract shall be bound to all applicable requirements of this Agreement. Project Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded

2.5.6 Any work performed near, or leading to a Project site and undertaken by state, county or other governmental bodies, or their contractors; or by public utilities, or their contractors; and/or by adjacent third party landowners; and/or by the City or its Contractors (for work which is not within the scope of this Agreement);

2.5.7 Off-site maintenance of leased equipment and on-site supervision of such off-site maintenance;

2.5.8 Work by employees of a manufacturer or vendor supervising the work of Craft employees under this Agreement, necessary to maintain such manufacturer's or vendor's warranty(ies) or guaranty(ies);

2.5.9 Non-construction support services contracted by the City, City consultants, the CWA Administrator, or Contractors in connection with a Project;

2.5.10 Off-site laboratory work for testing.

2.5.11 Any otherwise qualifying Project Work for which the City receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract, if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the City not require, bidders, contractors, or other persons or entities to enter into an agreement with one or more labor organizations. The City agrees that it will make reasonable efforts to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 2.6 Awarding of Contracts for Project Work.

2.6.1 The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on Project Work to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing, and able to execute and comply with this Agreement should such Contractor be awarded work covered by this Agreement.

2.6.2 It is agreed that all Contractors of whatever tier, who have been awarded Project Work contracts, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent, prior to the commencement of any Project Work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance of the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the CWA Administrator and to the Trades Council before the commencement of Project Work.

Section 2.7 Master Labor Agreements.

2.7.1 The provisions of this Agreement, including the Master Labor Agreements as such may be changed from time-to-time and which also are incorporated herein by reference, shall apply to Project Work. This Agreement is not intended to supersede such Master Labor Agreements between any of the Contractors performing construction work on the Project and a Union signatory thereto except to the extent the provisions of this Agreement are inconsistent with such Master Labor Agreements, in which event the provisions of this Agreement shall apply. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work within the jurisdiction of the International Union of Elevator Constructors, and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles 7, 8, and 10 of this Agreement dealing with Strikes, Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. Where a subject is covered by the provisions of a Master Labor Agreement and not in conflict with the provisions of this Agreement, the provisions of the Master Labor Agreement shall apply. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all parties signatory hereto who are then currently employed or represented at the Project. Any

dispute as to the applicable source between this Agreement and any Master Labor Agreements for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

2.7.2 It is understood that this Agreement, together with the referenced Master Labor Agreements, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the appropriate Subscription Agreement, with the appropriate Union prior to the subcontractor beginning work on Project Work.

Section 2.8 Other City Work. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by City employees or contracted for by the City for its own account, on its property or in and around a Project site.

Section 2.9 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City or CWA Administrator and/or any Contractor.

Section 2.10 Completed Project Work. As areas of Project Work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the City or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the City under the Construction Agreement.

ARTICLE 3 UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition. The Contractor recognizes the Trades Council and the Unions as the sole and exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft persons employed on the Projects. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.

Section 3.2 Contractor Selection of Employees. Each Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.3 and Section 4.3, below. Each Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith and not for

the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures provided for in this Agreement.

Section 3.3 Referral Procedures.

3.3.1 For signatory Unions having a job referral system contained in a Master Labor Agreement as of the effective date of this Agreement, each Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City Residents on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

3.3.2 The Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft persons to fulfill the labor requirements of each Contractor, including specific employment obligations to which such Contractor may be legally and/or contractually obligated; and to refer Apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly City Residents, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft persons for Project Work to be undertaken by the City.

3.3.3 Each Union shall not knowingly refer an employee currently employed by a Contractor on a Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting. Each Union and Contractor agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability. Further, to the extent the City currently has or hereafter adopts policies, programs, and goals for the utilization of local small business enterprises, the Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the City's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

Section 3.5 Employment of Local Residents.

3.5.1 Each Union and Contractor agrees that, to the extent allowed by law, they shall each use their best efforts to refer and recruit sufficient numbers of Local Residents to fulfill the requirements of the Contractors, so long as such Local Residents possess the requisite skills and qualifications. Towards that end, the Unions shall exert their best efforts to encourage and provide

referrals and utilization of qualified workers, who reside in those first tier zip codes which cover the City of Irvine, as reflected on the attached list of zip codes on **Attachment B (“City Residents”)**. If the Unions cannot provide the Contractors with referrals of City Residents sufficient to meet the Contractor’s needs, then the Unions, as a second priority, shall refer qualified Veterans residing in Orange County. If the Unions cannot provide the Contractors with referrals from City Residents and Veterans residing in Orange County, then the Unions, as a third priority, shall refer graduates from the Building Trades Multi-Craft Core Curriculum (“MC3 Graduates”) residing in Orange County. If the Unions cannot provide the Contractors with referrals of City Residents, Veterans living in Orange County, and MC3 Graduates living in Orange County, then the Unions, as a fourth priority shall refer qualified persons residing within Orange County. For dispatch purposes, employees described in this Section 3.5.1 shall be referred to as “Local Residents.”

3.5.2 A goal of thirty percent (30%) of the total work hours on each Construction Contract for Project Work shall be performed by Local Residents (**“Local Employment Threshold”**).

3.5.3 To help reach the Local Employment Threshold, the Trades Council and Unions shall encourage and assist residents of the City of Irvine that desire to participate in the Santa Ana College apprenticeship training program to enroll in that program.

Section 3.6 **Requirements on Contractors**. To facilitate the dispatch of Local Residents and Veterans, all Contractors will be required to utilize the “Craft Employee Request Form” whenever they are requesting the referral of any employee from a Union referral list for any Project Work, a sample of which is attached as **Attachment C**. When Local Residents, MC3 Graduates and Veterans are requested by the Contractors, the Unions will refer such workers regardless of their place in the Unions’ hiring halls’ list and normal referral procedures.

Section 3.7 **Helmets to Hardhats**. The Contractors and the Unions recognize a desire to facilitate the entry of interested Veterans into the building and construction trades. The Contractors and Unions agree to utilize the services of non-profit Veterans support organizations, including but not limited to, the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter **“Center”**) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. It shall be the responsibility of each qualified applicant to provide the Unions with proof of his/her status as a Veteran for the Helmets to Hardhats program.

3.7.1 The Unions and Contractors agree to coordinate with non-profit Veteran organizations, including, the Center to create and maintain an integrated database of Veterans interested in working on Project Work and of apprenticeship and employment opportunities for working on Project Work. To the extent permitted by law, the Unions will give credit to such Veterans for bona fide, provable past experience.

Section 3.8 Core Employees.

3.8.1 Contractors not currently signatory to a Master Labor Agreement may employ, as needed, first, a member of his core workforce (as defined in Section 3.8.2), then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. As part of this process, all Contractors shall require their core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a Project site.

3.8.2 The core workforce is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who have worked at least two-thousand (2,000) hours in the construction craft in which they are employed, during the prior four (4) years; who possess any license required by state or federal law for the Project Work to be performed; who have the ability to safely perform the basic functions of the applicable trade.

3.8.3 Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of the employees in its core workforce to the Trades Council. Failure to do so will prohibit the Contractor from using any of its core workforce for work on the Project. Upon request by any Party to this Agreement, the Contractor hiring any employee for its core workforce shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address and such governmental documentation) evidencing the employee's qualification for the core workforce to the Trades Council.

Section 3.9 Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such classification from any other available source. Contractors shall inform the Union of any applicants hired from other sources and such applicants shall register with the appropriate hiring hall, if any, before commencing work.

Section 3.10 Lack of Referral Procedure. If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.11 Individual Seniority. Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on Project Work; provided, however, that group and/or classification seniority in a Union's Master Labor Agreement as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.12 Foremen. The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated

Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

Section 3.13 Out of State Workers. In determining compliance with the targeted hiring goals of Section 3.5 above, hours of Project Work performed by residents of states other than California will be excluded from the calculation.

Section 3.14 Union Security. Employees are not required to become or remain union members or pay dues or fees as a condition of performing Project Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Labor Agreement. Nothing in this Section 3.14 is intended to supersede independent requirements of applicable Master Labor Agreements as to those Employers otherwise signatory to such Master Labor Agreements and as to the employees of those Employers who are performing Project Work.

ARTICLE 4 UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites. Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives shall notify the person charged with on-site Project supervision and fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards.

4.2.1 Each signatory Union shall have the right to dispatch a working journey person as a Steward for each shift, and shall notify the Contractor in writing of the identity of the designated Steward prior to the assumption of such person's duties as Steward. Such designated Steward shall not exercise any supervisory functions. There will be no non-working Stewards. Stewards will receive the regular rate of pay for their respective crafts.

4.2.2 In addition to his/her work as an employee, each Steward shall have the right to receive, but shall not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each Steward shall be concerned only with the employees of the Steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the Steward in the proper performance of his/her Union duties.

4.2.3 When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint, such additional Stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, each Steward may not service more than one work location without the approval of the Contractor.

4.2.4 No Steward shall have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge. Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a Steward, except in the case of disciplinary discharge for just

cause. If the Steward is protected against such layoff by the provisions of the applicable Master Labor Agreement, such provisions shall be followed when the Steward possesses the necessary qualifications to perform the remaining work. In any case in which the Steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

ARTICLE 5
WAGES AND BENEFITS

Section 5.1 Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. This Agreement does not relieve Contractors directly signatory to a Master Labor Agreement with one of the Unions signing this Agreement from paying all of the wages set forth in such Agreements.

Section 5.2 Benefits.

5.2.1 Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Master Labor Agreement on behalf of all employees and make all employee-authorized deductions in the amounts designated in the appropriate Master Labor Agreement; provided, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. This Agreement does not relieve Contractors directly signatory to one or more of the Master Labor Agreements from making all contributions set forth in those Master Labor Agreements without reference to the foregoing.

5.2.2 Contractors shall adopt and agree to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. Contractors shall authorize the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

5.2.3 Each Contractor is required to maintain records evidencing that it has paid all benefit contributions due and owing to the appropriate trust(s) prior to the receipt of its final payment and/or retention. Further, a Union shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made. In the event of failure of a Contractor to timely make the delinquent payments, a Union may request that the City or the prime Contractor withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums. Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

ARTICLE 6
HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 6.1 Hours of Work. Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (½) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard workday. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

Section 6.2 Place of Work. Craft Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool box or equipment at the employee's assigned work location or the place where the appropriate foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wage. Except as provided in Section 6.6, there shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 6.3 Overtime. Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

Section 6.4 Shifts and Alternate Work Schedules.

6.4.1 Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) days' prior notice to the affected Union(s), unless a shorter notice period is provided for in the applicable Master Labor Agreement. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period, for eight (8) hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.

6.4.2 Contractors, the Trades Council and the Union recognize the economic impact upon the City and City residents of the Project being undertaken by the City and agree that all Parties to this Agreement desire and intend Project Work to be undertaken in a cost efficient and effective manner to the highest standard of quality and craftsmanship. Recognizing the economic conditions, the Parties agree that, except to the extent permitted by law, employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked, unless required under the applicable prevailing wage determination.

6.4.3 Because of operational necessities, the second shift may, at the City's direction, be scheduled without the preceding shift having been worked. It is recognized that the City's operations and/or mitigation obligations may require restructuring of normal work schedules.

Except in an emergency or when specified in the City's bid specification, the Contractor shall give affected Union(s) at least three (3) days' notice of such schedule changes.

Section 6.5 Holidays. Recognized holidays for Project Work shall be those set forth and governed by the prevailing wage determination(s) applicable to such Project Work.

Section 6.6 Show-up Pay.

6.6.1 Except as otherwise required by State law, employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive pay in accordance with the applicable Master Labor Agreement.

6.6.2 An employee called out to work outside of his/her shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the employee's normal shift.

6.6.3 When an employee leaves the job or work location of his/her own volition, or is discharged for cause or is not working as a result of the Contractor's invocation of Section 12.2, the employee shall only be paid for actual time worked.

Section 6.7 Meal Periods. The Contractor will schedule a meal period in accordance with the applicable Master Labor Agreement.

Section 6.8 Make-up Days. To the extent permitted by the applicable general wage determination, when an employee has been prevented from working for reasons beyond the control of the employer, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the state prevailing wage law.

ARTICLE 7 WORK STOPPAGES AND LOCK-OUTS

Section 7.1 No Work Stoppages or Disruptive Activity. The Trades Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Trades Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Trades Council and the Union shall take all steps necessary to obtain compliance with this Article.

Section 7.2 Employee Violations. The Contractor may discharge any employee violating Section 7.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 7.3 Standing to Enforce. The City, the CWA Administrator, or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.

Section 7.4 Expiration of Master Labor Agreement. If the Master Labor Agreement, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

7.4.1 Each of the Unions with a Master Labor Agreement expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Orange County.

7.4.2 Each of the Unions with a Master Labor Agreement expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new Master Labor Agreement, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

7.4.3 Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 7.4.1 and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph 7.4.2. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph 7.4.1, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected the provisions of 7.4.2.

Section 7.5 No Lockouts. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term “**lock-out**” refers only to a Contractor’s exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does “**lock-out**” include the City’s decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations.

7.6.1 If a Contractor contends that there is any violation of this Article or Section 8.3, it shall notify, in writing, the Executive Secretary of the Trades Council (“**Executive Secretary**”), the Senior Executive of the involved Union(s) (“**Senior Executive**”), and the City. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the relevant Article or Section.

7.6.2 If the Union contends that any Contractor has violated this Article, it will notify that Contractor and the City, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 7.8. If the City determines, after reasonable investigation, that the information presented by the Union demonstrates a violation of this Article, the City shall promptly order the involved Contractor(s) to cease such violation.

Section 7.7 Withholding of Services for Failure to Pay Wages and Fringe Benefits.

7.7.1 Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union’s Joint Labor/Management Trust Funds in accordance with the provisions of the applicable Master Labor Agreements. Prior to withholding its members’ services for the Contractor’s failure to make timely payments to the Union’s Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union’s Master Labor Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the City. Union will meet within the ten (10) day period to attempt to resolve the dispute.

7.7.2 Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work. Notwithstanding anything to the contrary, the provisions for liquidated damages or any other delay related damages under the Construction Contract remain in full force and effect.

Section 7.8 Expedited Enforcement Procedure. Any party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this

Article, or the CWA Administrator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1 or 7.5, above, or Section 8.3 is alleged.

7.8.1 The Party invoking this procedure shall notify Fred Horowitz, or Louis Zigman, who have been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrators under this procedure (“**Permanent Arbitrators**”). If the Permanent Arbitrators are unavailable at any time, any one of the Permanent Arbitrators who is notified shall appoint his alternate to hear the matter. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Contractor(s) and Union(s), provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Trades Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by hand delivery or overnight mail and will be deemed effective upon receipt.

7.8.2 Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Executive(s) as required by Section 7.6, as above.

7.8.3 The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator’s discretion, shall not exceed 24 hours unless otherwise agreed upon by the Contractor(s) or Union(s). A failure of any Contractor or Union to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

7.8.4 The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5, above, or Section 8.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any Contractor or Union desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

7.8.5 Such award shall be final and binding on the affected Contractors and Unions and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the affected Contractor or Union. In any judicial proceeding to obtain a temporary order enforcing the arbitrator’s award as issued under this Article, all affected Contractors and Unions waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Contractor’s or Union’s right to participate in a hearing for a final order of enforcement. The court’s order or orders enforcing the arbitrator’s award shall be served on the affected Contractors and Unions by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by

certified mail by the Contractor(s) or Union(s) first alleging the violation.

7.8.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Contractor(s) or Union(s) to whom they accrue.

7.8.7 The fees and expenses of the arbitrator shall be equally divided between the Party(ies) initiating this procedure and the respondent Contractor(s) or Union(s).

ARTICLE 8 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 Assignment of Work. The assignment of Project Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “**Plan**”) or any successor Plan.

Section 8.2 The Plan. All jurisdictional disputes on Project Work between or among the building and construction trades Unions and the Contractor Parties to this Agreement, shall be settled and adjusted according to the present Plan or any other successor plan or method of procedure that may be adopted in the future by the North America’s Building Trades Unions. Decisions rendered shall be final, binding and conclusive on the Contractor and Union Parties to this Agreement.

8.2.1 If a dispute arising under this Article involves the Southwest Mountain States Regional Council of Carpenters or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the arbitrator’s hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 No Work Disruption Over Jurisdiction. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer’s assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.

Section 8.4 Pre-Job Conferences. As provided in Article 16, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Trades Council and the CWA Administrator shall be advised in advance of all such conferences and may participate if they wish.

Section 8.5 Resolution of Jurisdictional Disputes. If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the Plan or successor Plan then currently in effect, or otherwise as in Article 7 above.

ARTICLE 9
MANAGEMENT RIGHTS

Section 9.1 Contractor and City Rights. The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, as set forth in this Article, without any limitations unless expressly limited or required by a specific provision of this Agreement or a Master Labor Agreement. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Master Labor Agreement (s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific City Rights. In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights (and those of any City employee authorized to administer this Agreement on its behalf) include but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;
- (b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;
- (c) At its sole option, terminate, delay and/or suspend any and all portions of the Project Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City's facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents near the Project site; and/or require such other operational or schedule changes that City deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. To

permit Contractors and Unions to make appropriate scheduling plans, the City will provide the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this Section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Section 6.6;

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, through the CWA Administrator, in the matter set forth in Articles 7 and 10.

Section 9.3 Use of Materials. There should be no limitations or restriction by Unions upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law. The onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 9.4 Special Equipment, Warranties and Guaranties

9.4.1 It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties and/or guaranties, may dictate that it be prefabricated pre-piped and/or pre-wired and that it be installed under the supervision and direction of the City's and/or manufacturer's personnel. Unless otherwise required to prevent the loss of or negation of manufacturer warranties, the Unions agree to cause the installation of such equipment without incident and as required by the manufacturer.

9.4.2 The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Unions agree that they will not restrict the implementation of, or cause others to restrict the implementation of, such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

9.4.3 If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

ARTICLE 10
SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site.

10.1.1 This Agreement is intended to establish and foster continued close cooperation between management and labor. The Trades Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the City, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

10.1.2 The Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance of Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

10.1.3 The Unions and/or Council shall oversee the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to ensure the time limits and deadlines are met.

Section 10.2 Processing Grievances. Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the Master Labor Agreement, but not jurisdictional disputes or alleged violations of Section 7.1 and 7.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances. When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the Steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances. Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1 above for the adjustment of an

employee complaint.

Step 2. The business manager of the involved Union or his designee, together with the site representative of the involved Contractor, shall meet within five (5) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Union(s) and Contractor(s) fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within five (5) working days after the initial meeting at Step 2.

Step 3.

(a) If the grievance shall have been submitted but not resolved under Step 2, either the Union(s) or Contractor(s) may request in writing to the other Party(ies) to the grievance within five (5) working days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list in **Attachment D** attached hereto, on a rotational basis in the order listed. The Contractor shall notify the parties to the grievance of the date, time and location of the hearing. The failure of any Contractor or Union to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. The decision of the arbitrator shall be final and binding on all parties. Should any Party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

(b) Failure of the grieving Contractor(s) or Union(s) to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by consent of the Contractor(s) and Union(s) involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e. conference room, court reporter, etc.) in arbitration, shall be divided equally by the Contractor(s) and Union(s) to the arbitration, including Union(s) and Contractor(s) involved; for the avoidance of doubt, no fees or expenses shall be shared by or imposed upon the City.

Section 10.3 Limit on Use of Procedures. The procedures contained in this Article shall not be applicable to any alleged violation of Articles 7 or 8, with a single exception that any employee discharged for violation of Section 7.2, or Section 8.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice. The City shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the City may, in its sole discretion, designate a City staff member to participate fully as a party in all proceedings at such steps.

ARTICLE 11
REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws. The Trades Council and all Unions, Contractors, and their employees shall comply with all applicable federal and state laws, ordinances and regulations

including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the City, the CWA Administrator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Prevailing Wage Compliance. All Contractors shall comply with the state and local laws and regulations on prevailing wages. Compliance with this obligation may be enforced by the appropriate parties through Article 10 above, or by pursuing the remedies available under state law through the Labor Commissioner or the Department of Industrial Relations, and/or as otherwise authorized by state or local law.

Section 11.3 Violations of Law. Should there be a finding by a Court or administrative tribunal of competent jurisdiction that a Contractor has violated federal and/or state law or regulation, the City, upon notice to the Contractor that it or its subcontractors is in such violation (including any finding of non-compliance with the California prevailing wage obligations as enforced pursuant to DIR regulations), the City, and in the absence of the Contractor or subcontractor remedying such violation, may take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work, subject to the applicable Construction Contract.

ARTICLE 12
SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety.

12.1.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the City or the Contractor, whichever is most restrictive shall apply. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.

12.1.2 Employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the City. These rules will be published and posted. An employee’s failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

12.1.3 Unions and the Contractors shall adopt both the Substance Abuse Policy attached hereto as Attachment E, and the City’s Drug and Alcohol Free Workplace Policy (Policy No. 1017) which shall be the policies and procedure utilized under this Agreement.

Section 12.2 Suspension of Work for Safety. A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

Section 12.3 Water and Sanitary Facilities. The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

ARTICLE 13
TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable Master Labor Agreement unless superseded by the applicable prevailing wage determination.

ARTICLE 14
APPRENTICES

Section 14.1 Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist Local Residents to commence and progress in Joint Labor/Management Apprenticeship Programs and/or training programs in the construction industry leading to participation in such apprenticeship programs. The City and the Trades Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions; such efforts include but are not limited to the obligations set forth in Section 3.5.3, above.

Section 14.2 Use of Apprentices.

14.2.1 Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each Craft's work force (calculated by hours worked) at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management Apprenticeship Program committee and, if necessary, the DAS to permit up to thirty percent (30%) Apprentices on the Project.

14.2.2 The Unions agree to cooperate with the Contractor in furnishing Apprentices as requested up to the maximum percentage. The Apprentice ratio for each Craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, both as to Apprentices and as to the overall supply of journey-person. The Unions and Trades Council will work to provide appropriate and maximum utilization of Apprentices and the continuing availability of both apprentices and journey-level craft workers.

14.2.3 The Parties agree that Apprentices will not be dispatched to Contractors working under this Agreement unless there is a journey-person working on the project where the Apprentice

is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he/she is participating.

14.2.4 All apprentices shall work under the direct supervision of a journey person from the trade in which the apprentice is indentured. A journey person shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journey person as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journey person in the apprenticeable occupation. Should a question arise as to a journey person's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journey person to the Trades Council.

ARTICLE 15
[RESERVED]

ARTICLE 16
PRE-JOB CONFERENCES

Section 16.1 Each prime Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. All Contractors who have been awarded contracts by the prime Contractor shall attend the pre-job conference. The Trades Council and the CWA Administrator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the prime Contractor and all Contractors at the pre-job conference in accordance with industry practice. Should there be any formal jurisdictional dispute raised under Article 8, the CWA Administrator shall be promptly notified. prime Contractor shall have available at the pre-job conference the plans and drawing for the work to be performed on the Project. Should additional Project Work not previously included within the scope of the Project Work be added, the Contractors performing such work will conduct a separate pre-job conference for such newly included Project Work. At no time shall the City be responsible for additional costs related to, associated with, or resulting from jurisdictional disputes or newly included work not previously identified in the Construction Contract.

ARTICLE 17
WORK OPPORTUNITIES PROGRAM

Section 17.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among the residents residing within the City of Irvine to meet the labor needs of the Contractors. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities programs for these City Residents. In furtherance of the foregoing, the Unions specifically agree to all of the following:

- a) Encourage the referral and utilization of qualified City Residents as journeypersons and apprentices on Project Work, to the extent permitted by law.
- b) Encourage the referral and entrance, to the extent permitted by the apprentice training programs, of City Residents into pre-apprentice and apprentice training programs, and encourage the

referral and utilization, to the extent permitted by law and hiring hall practices, of qualified City Residents as journeypersons and apprentices on the Project.

c) To increase construction industry work opportunities for City Residents, assist City Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist City Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide City Residents for work on this Project; and

d) Conduct joint outreach to recent graduates of high schools in Irvine through participation in job fairs or other career events.

e) Support outreach to and collaborate with nonprofits and high schools in Irvine to inform individuals (including without limitation current and former students of high schools in Irvine who continue to reside in Irvine) about career opportunities through apprenticeships and employment opportunities through the Unions.

f) Assist City Residents in contacting pre-apprenticeship programs in Orange County, including without limitation the program at Santa Ana College, the Building Trades Multi-Craft Core Curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in.

g) Assist City Residents who are seeking Union jobs in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors.

h) Support local events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry.

Section 17.2 The requirements in Section 17.1 shall apply throughout the term, without regard to whether the Local Employment Threshold is satisfied.

ARTICLE 18 LABOR/MANAGEMENT COOPERATION

Section 18.1 Joint Committee. The Parties to this Agreement may establish a six (6) person Joint Administrative Committee (“JAC”). This JAC shall be comprised of three (3) representatives selected by the City and three (3) representatives selected by the Trades Council to monitor compliance with the terms and conditions of this Agreement and to recommend amendments to this Agreement, with the exception of the dollar threshold specified in Section 2.2(a) and the term of this Agreement under Section 21.1, when doing so would be to the mutual benefit of the Parties. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. A quorum will consist of at least two (2) representatives selected by the City and at least two (2) representatives selected by the Trades Council. For voting

purposes, only an equal number of City and Union representatives present may constitute a voting quorum.

Section 18.2 Functions of Joint Administrative Committee. The JAC shall meet on a schedule to be determined by the JAC or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles 7, 8 or 10 shall not be reviewed or discussed by this JAC, but shall be processed pursuant to the provisions of the appropriate Article. The CWA Administrator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions the Contractors and the City. Notice of the date, time and place of meetings, shall be given to the JAC members at least three (3) days prior to the meeting.

ARTICLE 19
SAVINGS AND SEPARABILITY

Section 19.1 Savings Clause. It is not the intention of the City, the CWA Administrator, Contractor, or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 19.2 Effect of Injunctions or Other Court Orders. The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible; provided however, that the continuance of the Project is not determined to be financially or legally detrimental to the City.

ARTICLE 20
WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement

and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 21
AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto. In the event of any conflict or ambiguity between this Agreement and any Attachment or exhibit, the provisions of this Agreement shall govern.

ARTICLE 22
DURATION OF THE AGREEMENT

Section 22.1 Duration.

22.1.1 This Agreement shall be effective from the date signed by all Parties and shall remain in effect for an initial period of five (5) years. Any Project Work within the scope of this Agreement awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project Work, notwithstanding the expiration date of this Agreement.

22.1.2 This Agreement may be extended by written mutual consent of the City, as directed by the City Council and the signatory Unions for such further periods as the Parties shall agree to.

Section 22.2 Turnover and Final Acceptance of Completed Work.

22.2.1 Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage and repairs or modifications required by its contract(s) with the City.

22.2.2 Notice of each final acceptance received by the Contractor will be provided to the Trades Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Completion is issued by the City or its representative to the Contractor. At the request of the Union, complete information describing any “punch” list work, as well as any additional work required of a Contractor at the direction of the City pursuant to Section 22.2.1 above, involving otherwise turned-over and completed facilities which have been accepted by the City, will be available from the CWA Administrator.

ARTICLE 23
MISCELLANEOUS PROVISIONS

Section 23.1 Gender. The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction.

Section 23.2 Headings and Subheadings. The use of Article titles and/or Section headings are for information only, and carry no legal significance.

Section 23.3 Binding Signatories Only. This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party not performing Project Work.

Section 23.4 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City or CWA Administrator and/or any Contractor.

Section 23.5 Applicable Law; Venue. The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Orange County.

Section 23.6 Integration. This Agreement, including the attachments hereto and incorporated herein, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

Section 23.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

Section 23.8 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

Section 23.9 No Third-Party Beneficiaries. Except where, if anywhere, this Agreement explicitly declares the existence of an express third party beneficiary, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder, except employees working on the Project and Union benefit and trust funds are recognized third-party beneficiaries with rights under this Agreement.


Section 23.10 Nonliability of City Officers and Employees. No officer, official, employee, agent,

representative, or volunteer of City shall be personally liable to any Party, or any successor in interest, in the event of any default or breach by City, or for breach of any obligation of the terms of this Agreement.

IN WITNESS whereof the Parties have caused this Community Workforce Agreement to be executed as of the date and year above stated.

CITY OF IRVINE

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION
TRADES COUNCIL

By: 
Farrah Khan (Nov 1, 2023 19:00 PDT)

Mayor

By: 
Ernesto Medrano
Executive Secretary

ATTEST:

By: 

Clerk of Council

APPROVED AS TO FORM:

Jeffrey Melching
By: Jeffrey Melching (Oct 18, 2023 09:12 PDT)

City Attorney

ATTACHMENT A

LETTER OF ASSENT

To be signed by all contractors awarded work covered by the City of Irvine
Community Workforce Agreement prior to commencing work.

[Contractor's Letterhead]
City of Irvine Public
Works Department
1234 address
City, state, zip code
Attn: _____

Re: Community Workforce Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the City of Irvine Community Workforce Agreement effective_ , 2023, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor State License No.: _____

Project Name: _____

[Copies of this letter must be submitted to the CWA Administrator and to the Trades Council
Consistent with Section 2.6 (b).]

ATTACHMENT B

FIRST TIER ZIP CODES		
92602	92614	92620
92603	92616	92623
92604	92617	92650
92606	92618	92697
92612	92619	

ATTACHMENT C

**CITY OF IRVINE
CRAFT REQUEST FORM**

TO THE CONTRACTOR: Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The City of Irvine Community Workforce Agreement establishes a priority for the fulfillment of total work hours as follows: first, in those first tier zip codes which overlap all of the City of Irvine, as attached hereto, second (if there are not sufficient persons available from the first group), from Veterans residing in Orange County, third (if there are not sufficient persons available from the first and second groups) from graduates from the Building Trades Multi-Craft Core Curriculum (“MC3 Graduates”) residing in Orange County, and fourth, from persons residing within Orange County. For Dispatch purposes, persons falling within these four categories, shall be referred to as Local Residents.

TO THE UNION: Please complete the “Union Use Only” section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** () _____ **Date:** _____
Cc: CWA Administrator
From: Company: _____ Issued By: _____
 Contact Phone :() _____ Contact Fax: () _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ Site: _____ Address: _____
 Report to: _____ On-site Tel: _____ On-site Fax: _____

Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:
Date worker was dispatched:
Is the worker referred a: (check all that apply)

JOURNEYMAN	Yes ____	No ____
APPRENTICE	Yes ____	No ____
CITY RESIDENT	Yes ____	No ____
VETERAN RESIDING IN ORANGE COUNTY	Yes ____	No ____
MC3 RESIDENT RESIDING IN ORANGE COUNTY	Yes ____	No ____
OTHER ORANGE COUNTY RESIDENT	Yes ____	No ____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes ____	No ____

--

ATTACHMENT D

List of Neutral Arbitrators

Mark Burstein
Andrea Dooley
Fred Horowitz
Najeeb Khoury
Michael Prihar

ATTACHMENT E

**LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES
COUNCIL
APPROVED
DRUG AND ALCOHOL TESTING POLICY**

(rev. December 2019)

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Community Workforce Agreement ("CWA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the CWA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the CWA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens,

or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

e. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/her or others may be tested for drug or alcohol pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Employers will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12) month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the CWA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

15. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

APPENDIX A: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150ng/ml ³	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100ng/ml 100ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100ng/ml 100ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

³ **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoylecgonine).

⁴ Methylenedioxyamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

**SIDE LETTER OF AGREEMENT
TESTING POLICY FOR DRUG ABUSE**

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a “quick” drug screening test. This “quick” screen test shall consist either of the “ICUP” urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two “quick” screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the “quick” screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the “quick” screen test, or who rejects the “quick” screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the “quick” screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the “quick” screen test.

ATTACHMENT A – LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the City of Irvine
Community Workforce Agreement prior to commencing work.

[Contractor’s Letterhead] City of Irvine
Public Works and Sustainability
Department
1 Civic Center Plaza Irvine, CA 92606
Attn: CWA Administrator

Re: Community Workforce Agreement – Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the City of Irvine Community Workforce Agreement effective November 1, 2023, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor State License No.: _____

Project Name: _____