

**CITY OF COSTA MESA  
PUBLIC WORKS AGREEMENT FOR  
CITY PROJECT NO. 23-11**

THIS PUBLIC WORKS AGREEMENT dated February 26, 2024 ("Agreement") is made and entered into by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and GENTRY GENERAL ENGINEERING, INC., a California corporation ("CONTRACTOR").

WHEREAS, CITY desires to construct the public improvements described below under Paragraph 1, Scope of Work (the "Project"); and

WHEREAS, CITY has determined that CONTRACTOR is the lowest responsible bidder; and

WHEREAS, CITY now desires to contract with CONTRACTOR to furnish construction and related services for the Project; and

WHEREAS, CITY and CONTRACTOR desire to set forth their rights, duties and liabilities in connection with the services to be performed.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the parties hereby agree as follows:

1. SCOPE OF WORK.

The scope of work generally consists of removal of slip lanes, construction of Class 1 bicycle and pedestrian pathways, traffic signal modification, streetlights, and signing and striping (the "Work").

The Work is further described in the "Contract Documents" referred to below.

The Project is known as the Adams Avenue and Pinecreek Drive Intersection Project, Federal Project No. CML-5312 (104), City Project No. 23-11 (the "Project").

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project:

- (a) This Agreement;
- (b) CONTRACTOR's bid, attached hereto as Exhibit A and incorporated herein;
- (c) Bid package, including, but not limited to, notice inviting bids, complete plans, profiles, detailed drawings and specifications, general provisions and

special provisions. The bid package is attached hereto as Exhibit B and incorporated herein;

- (d) Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond, attached hereto as Exhibit C and incorporated herein;
- (e) Drug-Free Workplace Policy, attached hereto as Exhibit D and incorporated herein;
- (f) Federal funding supplement (Davis Bacon Act and equal opportunity clause) as attached hereto as Exhibit E and incorporated herein;
- (g) Required Contract Provisions for Federal-Aid Construction Contracts as attached hereto as Exhibit F and incorporated herein;
- (h) The Federal Prevailing Wage Determinations issued under the Davis-Bacon and related Acts applied for this project attached hereto as Exhibit G and incorporated herein. If there is any conflict between the State prevailing wages and the Federal prevailing wages, the higher rate shall be paid;
- (i) Certificates of insurance as attached hereto as Exhibit H and incorporated herein;
- (j) All addenda setting forth any modifications or interpretations of those documents and incorporated herein; and
- (k) Provisions of the most current edition of The Standard Specifications and the Standard Plans, of the California Department of Transportation (CALTRANS) are incorporated by this reference as if fully set forth herein.

Any subagreement entered into as a result of this Agreement shall contain all of the provisions of this clause.

The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

The Contract Documents constitute the entire agreement between the parties and

supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The CITY's Representative is Ramin Nikoui, referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

(a) Project Manager. CONTRACTOR's Project Manager must be approved by City. Such approval shall be at CITY's sole discretion.

(b) Personnel. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 11 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

7. COMPENSATION.

CITY shall pay CONTRACTOR in accordance with the fee schedule set forth in CONTRACTOR's bid. CONTRACTOR's total compensation shall not exceed Two Million Eight Hundred Seventy-Seven Thousand Two Hundred Forty-Two Dollars and Zero Cents (\$2,877,242.00).

8. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change

orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

9. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the CITY with the Orange County Clerk-Recorder and after CONTRACTOR has furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to CITY arising out of CONTRACTOR's or any subcontractor's work under this Agreement, CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be One Thousand Dollars (\$1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand

Dollars (\$5,000.00).

10. PROMPT PAYMENT OF SUBCONTRACTORS.

CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONTRACTOR receives from CITY.

CONTRACTOR agrees further to release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY.

11. TIME OF PERFORMANCE.

CONTRACTOR shall commence all preparatory work (potholing, submittals, SWPPP, traffic control plans, ordering long-lead materials, etc.) within ten (10) working days after the date specified in CITY's Notice to Proceed for Construction unless a later date is agreed upon in writing by the parties. Contractor must commence the Work within twenty (20) weeks after issuance of the Notice to Proceed for Construction and must complete the work within ninety (90) working days from the first day of commencement of the Work.

12. TERMINATION.

- (a) Termination for Convenience. CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.
- (b) Termination for Breach of Contract.
  - (i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.

- (ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.
- (iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

13. LIQUIDATED DAMAGES.

In the event the range upgrades scope of work or restroom improvements scope of work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 12 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, by \$5,200 for each calendar day beyond the date provided for the completion of such work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

14. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 12 (Termination), of this Agreement. CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY, that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 13 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

15. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his or her decisions shall be final and binding upon CONTRACTOR and its sureties.

16. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for CONTRACTOR.

17. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. CITY shall have the right of access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

18. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR's sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

19. CONTRACT SECURITY AND GUARANTEE.

CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding

capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and/or standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which CONTRACTOR is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor its furnishing of the bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

## 20. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or



indemnification of the CITY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 21 (Insurance) of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorneys' fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

In the event that CONTRACTOR and CITY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of CONTRACTOR, or by a dangerous condition of CITY's property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to CITY by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY.

## 21. INSURANCE.

(a) Minimum Scope and Limits of Insurance. CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this Paragraph 21 and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar

insurance required of the subcontractor has been obtained and approved.

CONTRACTOR shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent AM Best Insurance Rating Guide, and approved by CITY:

- (i) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
  - (ii) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
  - (iii) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CITY, its officers, agents, employees, and volunteers arising from work performed by CONTRACTOR for the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
  - (iv) Umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:
    - (1) A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
    - (2) Pay on behalf of wording as opposed to reimbursement;
    - (3) Concurrency of effective dates with primary policies;
    - (4) Policies shall "follow form" to underlying primary policies; and
    - (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.
- (b) Endorsements. The commercial general liability insurance policy and

business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (i) Additional insureds: The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the CONTRACTOR pursuant to its contract with the City; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; automobiles owned, leased, hired, or borrowed by the CONTRACTOR.”
- (ii) Notice: “Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY.”
- (iii) Other Insurance: “CONTRACTOR’s insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”

(c) Reporting Provisions. Any failure of CONTRACTOR to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(d) Insurance Applies Separately. CONTRACTOR’s insurance 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.

(e) Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by CITY. No policy of insurance issued as to which the CITY is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

(f) Proof of Insurance. Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to City’s Risk Management.

(g) Non-Limiting. Nothing in this Paragraph 21 shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## 22. PREVAILING WAGE REQUIREMENTS.

(a) Prevailing Wage Laws. CONTRACTOR is aware of the requirements of

Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This Project is a "public works" project and requires compliance with the Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold the CITY, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. CONTRACTOR shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. CONTRACTOR shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by CONTRACTOR's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to CITY Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the Work by CONTRACTOR or by any subcontractor(s) of CONTRACTOR, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, CONTRACTOR and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the

Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776. CONTRACTOR shall also furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

(f) Registration with DIR. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

23. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this Agreement, including but not limited to laws regarding health and safety, labor and employment, and wage and hours.

24. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

25. NON-DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Section 1735 of the California Labor Code.

26. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

27. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Ramin Nikoui

Notices required to be given to CONTRACTOR shall be addressed as follows:

Gentry General Engineering, Inc.  
320 W. Tropica Rancho Rd.  
Colton, CA 92324  
Attn: Brenton Gentry

Notices required to be given to CONTRACTOR's sureties shall be addressed as follows:

The Ohio Casualty Insurance Company  
Melissa DeKoven  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento CA 95833-3505

28. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

29. PERS ELIGIBILITY INDEMNIFICATION.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees' Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

30. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

31. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

32. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

33. ASSIGNABILITY.

This Agreement may not be transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such transfer or assignment, or attempted transfer or assignment, without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

34. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

35. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

36. CONSTRUCTION.

The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

37. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

38. CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**[Signature page follows.]**



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,  
A municipal corporation

Lori Ann Farrell Harrison

Lori Ann Farrell Harrison  
City Manager

Date: 3/27/2024

CONTRACTOR

Brenton Gentry

Signature

Brenton Gentry President & CEO

Name and Title

Date: March 11, 2024

ATTEST:

Brenda Green

Brenda Green  
City Clerk



Date: 3/28/2024

APPROVED AS TO FORM:

Kimberly Hall Barlow

Kimberly Hall Barlow  
City Attorney

Date: 3/25/24


APPROVED AS TO INSURANCE:

Ruth Wang

Ruth Wang  
Risk Management

Date: 3/14/24

APPROVED AS TO PURCHASING:


  
\_\_\_\_\_  
Carol Molina  
Finance Director

Date: March 20, 2024

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
for Raja Sethuraman  
Public Works Director

Date: 3/14/24

  
\_\_\_\_\_  
Ramin Nikoui  
Project Manager

Date: 03/13/24

**EXHIBIT A**  
**CONTRACTOR'S BID**

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# CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

**DATE: December 11, 2023**

**TO: ALL PROSPECTIVE BIDDERS**

**SUBJECT: BID ADDENDUM NO. 1 –  
ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT  
FEDERAL PROJECT NO. CML-5312(104)  
CITY PROJECT NO. 23-11**

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov). **A COPY WILL NOT BE SENT BY MAIL.**

Received by: 

Company: Gentry General Engineering, Inc

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

The following **SHALL** be **replaced** in its complete entirety in the NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND SPECIAL PROVISIONS FOR ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT, FEDERAL PROJECT NO. CML-5312(104), CITY PROJECT NO. 23-11 or otherwise known as the contract bid documents and specifications:

- Sheets "A7.1" to "A7.21" of Appendix 7 – FEDERAL PREVAILING WAGES to be replaced with updated Sheets "A7.1" to "A7.21" to update the Davis-Bacon federal prevailing wages

The above are labeled "BID ADDENDUM NO. 1" in red on each page/sheet and are to be downloaded by each prospective bidder through *PlanetBids* and acknowledged by signing on page "P-9" and will be incorporated into the awarded bidders contract.

**Where discrepancies exist between these revised plans and specifications (per Bid Addendum No. 1) and the original signed plans, these revised specifications shall take precedence.**

Responses to "Request for Information" (RFI) questions below:

1. The first bid had bid items for Mobilization and Traffic Control. Since this project will have extensive traffic control and upfront costs, can the City add these two items to the rebid?

Bid Addendum No. 1  
Project and Specifications No. 23-11

**Answer:** During the first advertisement, the City noticed that the mobilization and traffic control line items were inflating the total bids. City staff believes incorporating the costs of mobilization and traffic control evenly amongst the cost of all individual bid items of work is more appropriate for this type of project and is more conducive to receiving cost-effective bids.

2. How many changeable message signs (CMS) does the City want for this job?

**Answer:** Number and location of CMS signs will be determined during the Traffic Control Plan review process. Up to two (2) CMS signs may be required to notify the motorists along eastbound and westbound Adams Avenue prior to approaching Pinecreek Drive of construction at the intersection.

Please note: For Prospective Bidders who were not able to attend the pre-bid meeting, the recording of the pre-bid will be uploaded onto Planetbids.

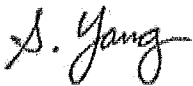
***Failure to submit this acknowledgment form AND signing page P-9 in the Bid Contract Documents and Specifications may cause your bid to be rejected.***

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov).

Again, please acknowledge receipt of ALL addenda by filling out and signing page "P-9" of the proposal within the bid contract documents AND by filling out and signing within the rectangle on the first page of this bid addendum and emailing it to [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov).

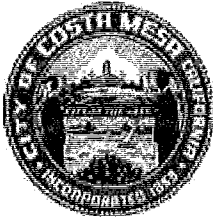
Also, please remember to physically submit the bid security in the form of a certified check, cashier's check or a bid bond, made payable to or in favor of the City of Costa Mesa, per Section 4 on Sheet N-1 of the Notice Inviting Bids to the City Clerk **PRIOR** to the bid submission deadline. **No bid will be considered unless this bid security is physically received PRIOR to the submission deadline.**

Sincerely,



**Seung Yang**  
City Engineer

SY: Attachments



# CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

**DATE:** December 12, 2023

**TO:** ALL PROSPECTIVE BIDDERS

**SUBJECT:** BID ADDENDUM NO. 2 –  
ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT  
FEDERAL PROJECT NO. CML-5312(104)  
CITY PROJECT NO. 23-11

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov). **A COPY WILL NOT BE SENT BY MAIL.**

Received by: 

Company: Gentry General Engineering, Inc

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

Responses to "Request for Information" (RFI) questions below:

1. The bid item list includes Alt. Items 44A & 45A. I cannot find these items pertaining to AC within the plans. The only reference to the "Bicycle/Pedestrian Pathway" is the PCC note that has been removed from the project scope shown below. Are we to assume that the PCC section is to be replaced with the AC section? Please advise.

**Answer:** There is a addendum note on sheets 2, 3, 5, 6, and 7 referencing construction notes highlighted in magenta (filled in) and states that alternative bid items are proposed for "this Bicycle/Pedestrian pathway". These refer to the path along the south side of Adams Avenue, west side of S Street and the pathway that curves into the school. These are all at the southwest corner of the intersection. These were originally planned to be PCC, however, in order to get the most cost-effective bids, the City has provided alternative bid items to select either PCC or AC. The southwest intersection corner, however, will remain PCC. Please refer to our delta revisions and markups on the plans. Please refer to page P-4 of the bid set for more information regarding the alternative bid items and selection of the lowest bidder.

2. In the highlighted section of removed items from the project, a curb ramp has also been removed from the scope shown below. Is this accurate? Please advise.

**Answer:** Thank you for bringing this to our attention. Construction note 9 on sheet 3 at the northwest corner should not be highlighted yellow and is included in this project. The bid schedule of values already includes this curb ramp work. Thus, we have reuploaded the plans (v2) with the only change being the removal of the highlighted construction note 9.

3. The specifications state: "Only one lane shall be closed to traffic in any direction between 8:30 am and 3:30 pm, Monday through Friday. All lanes must be open during peak hours of 6:00 am to 8:30 am and 3:30 pm to 6:00 pm. All lanes must be open during weekends and City observed holidays. Lane closures more than one lane will be allowed between the hours of 6:00 pm and 6:00 am during weekdays." However, in order to achieve construction of the required structural section (5" AC over 5" Base), a permanent lane will need to be closed. Constructability will not be obtainable with specifications requiring all lanes to be open during peak hours of traffic. Please allow only two lanes of traffic to be open at all times. [Contractor] proposes to take one lane with K-Rail which would allow for two lanes of continuous traffic during construction.

**Answer:** Upon review of the Contractor's proposed work plan/construction staging in the proposed traffic control plan, the City may approve deviations to the traffic control specifications if the Contractor's proposal is deemed by City staff to be appropriate and necessary to complete the work.

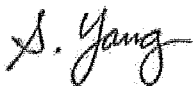
***Failure to submit this acknowledgment form AND signing page P-9 in the Bid Contract Documents and Specifications may cause your bid to be rejected.***

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov).

Again, please acknowledge receipt of ALL addenda by filling out and signing page "P-9" of the proposal within the bid contract documents AND by filling out and signing within the rectangle on the first page of this bid addendum and emailing it to [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov).

Also, please remember to physically submit the bid security in the form of a certified check, cashier's check or a bid bond, made payable to or in favor of the City of Costa Mesa, per Section 4 on Sheet N-1 of the Notice Inviting Bids to the City Clerk **PRIOR** to the bid submission deadline. **No bid will be considered unless this bid security is physically received PRIOR to the submission deadline.**

Sincerely,



**Seung Yang**  
City Engineer

SY: Attachments

**PROPOSAL  
 FOR THE  
 ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT  
 CITY PROJECT NO. 23-11  
 FEDERAL PROJECT NO. CML-5312(104)**

The Honorable City Council  
 City of Costa Mesa  
 77 Fair Drive  
 Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT, CITY PROJECT NO. 23-11, FEDERAL PROJECT NO. CML-5312(104)**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence all preparatory work such as potholing, submittals, SWPPP, traffic control plans, ordering long-lead materials, etc. within ten (10) business days after date of contract and commence the Work under the Contract **WITHIN TWENTY (20) WEEKS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN NINETY (90) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

<b>BID SCHEDULE PROPOSAL</b>					
<b>BASE BID</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL AMOUNT</b>
1	Clearing and Grubbing	1	L.S.	\$ 48000	\$ 48000
2	Stormwater Pollution Prevention Plan (SWPPP)	1	L.S.	\$ 60000	\$ 60000
3	Unclassified Excavation* (F)	2,010	C.Y.	\$ 146	\$ 293460
4	Tree Removal	11	EA	\$ 2000	\$ 22000
5	Construct 2" AC Surface Course, "Type C"	450	TON	\$ 281	\$ 126450



6	Construct 3" AC Base Course, "Type B"	670	TON	\$ 269	\$180230
7	Construct 5" CMB Under AC Pavement	1,110	TON	\$ 83	\$92130
8	Apply Crack Seal and Type II Slurry Seal	100	E.L.T	\$ 1250	\$ 125000
9	Construct 8" Median Curb, Type "A"	1,500	L.F.	\$ 60	\$ 90000
10	Construct 8" Parabolic Median Curb Transition	272	L.F.	\$ 48	\$ 13056
11	Construct Variable Height Retaining Curb (8" to 14") Over 4" CMB	92	L.F.	\$ 84	\$ 7728
12	Construct Variable Height Retaining Curb (0" to 8"), Type "A", Over 4" CMB	250	L.F.	\$ 67	\$ 16750
13	Construct Variable Height Curb (0" to 8"), Type "A", Over 4" CMB	17	L.F.	\$ 69	\$ 1173
14	Construct 8" Curb & Gutter, Type "C", Over 6" CMB	265	L.F.	\$ 158	\$ 41870
15	Construct Modified 6" Curb & Gutter, Type "C", Over 6" CMB	650	L.F.	\$ 139	\$90350
16	Construct Median 4" Stamped, Sand Colored PCC Over 4" Sand Over Compacted Subgrade	260	S.F.	\$ 23	\$ 5980
17	Construct 4" PCC Sidewalk Over 4" CMB	3,250	S.F.	\$ 19	\$ 61750
18	Construct 4" PCC Sidewalk (Bicycle/Pedestrian Pathway) Over 4" CMB)	14,250	S.F.	\$ 19	\$270750
19	Construct 4" Concrete Curb Ramp (Case A) Over 4" CMB	3	EA.	\$ 17000	\$51000
20	Construct 4" Concrete Curb Ramp (Case B) Over 4" CMB	1	EA.	\$ 16000	\$ 16000
21	Construct Modified 4" Concrete Curb Ramp (Case F) over 4" CMB	1	EA.	\$ 15000	\$ 15000
22	Construct 8" PCC Spandrel Over 8" CMB	500	S.F.	\$ 53	\$26500
23	Install 2" X 8" Redwood Header	225	L.F.	\$ 53	\$11925
24	Regrade Existing Landscaping Area Behind PCC Sidewalk. Adjust Impacted Irrigation and Appurtenances As Needed	1	L.S.	\$ 30000	\$30000
25	Fill and Grade with Native Soil and Compact to 95% Relative Compaction. Furnish and Install 3"	1	L.S.	\$ 42000	\$ 42000

	Organic Mulch. Adjust, Replace or Modify Irrigation and Appurtenances As Needed				
26	Modify Irrigation as Necessary to Ensure Proper Head to Head Coverage of Irrigation	1	L.S.	\$ 12600	\$12600
27	Adjust, Replace or Modify Median Irrigation and Appurtenances As Needed	1	L.S.	\$ 34000	\$34000
28	Construct Case "A" Curb Opening Catch Basin (W=21')	1	EA.	\$ 63000	\$63000
29	Construct Case "B" Curb Opening Catch Basin (W=14')	1	EA.	\$ 49000	\$49000
30	Install Type V Inlet	1	EA.	\$ 25000	\$25000
31	Construct Local Depression	300	S.F.	\$ 46	\$13800
32	Construct Concrete Collar for RCB	2	EA.	\$ 5300	\$ 10600
33	Construct Junction Structure-Pipe to Pipe	1	EA.	\$ 41000	\$ 41000
34	Furnish and Install 18" RCP, D-1500	20	L.F.	\$ 814	\$16280
35	Reset Survey Monument	3	EA.	\$ 3200	\$9600
36	Relocate Existing Bus Bench and Debris Receptacle	1	EA.	\$ 1800	\$ 1800
37	Relocate Existing Irrigation Control Valves	11	EA.	\$ 1000	\$ 11000
38	Remove Existing Catch Basin Structure and Protect Existing Connector Pipe in Place. Fill and Compact Removal with Native Soil	3	EA.	\$ 5600	\$16800
39	Signing and Striping*	1	L.S.	\$ 141000	\$141000
40	Traffic Signal Modification, Interconnect and Full Functionality with the City's Traffic Management Center*	1	L.S.	\$ 583000	\$583000
41	Install Street Lighting Conduit	1	L.S.	\$ 120000	\$120000
42	Adjust Existing Sewer Manhole to Grade	1	EA.	\$ 1650	\$1650
43	Additional Work Items	1	F.A.	\$100,000.00	\$100,000.00
<b>BASE BID TOTAL:</b>				<b>\$ 2,989,232.00</b>	

<b>ALTERNATIVE BID</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL AMOUNT</b>
44A	Construct 4" AC Surface Course, "Type C" (Bicycle/Pedestrian Pathway)	360	TON	\$ 315	\$113400
45A	Construct 4" CMB Under AC Pavement (Bicycle/Pedestrian Pathway)	360	TON	\$ 126	\$45360
<b>ALTERNATIVE BID TOTAL:</b>				<b>\$ 158,760.00</b>	

**TOTAL BASE BID AMOUNT (IN FIGURES)** \$ 2,989,232.00

**TOTAL BASE BID AMOUNT (IN WORDS)** two million nine hundred eighty-nine thousand two hundred thirty-two dollars and zero cents

**TOTAL BASE BID + ALTERNATIVE BID AMOUNT (WITH BID ITEM NO. 18 REPLACED WITH ALTERNATIVE BID ITEMS NO. 44A and 45A) (IN FIGURES)** \$ 2,877,242.00

**TOTAL BASE BID + ALTERNATIVE BID AMOUNT (WITH BID ITEM NO. 18 REPLACED WITH ALTERNATIVE BID ITEMS NO. 44A and 45A) (IN WORDS)** two million eight hundred seventy-seven thousand two hundred forty-two dollars and zero cents

The award of the Contract shall be based on the lowest responsive Base Bid amount. Should the CITY authorize the Base Bid and Alternative Bids, then the award amount shall be based on the lowest responsive Bid Amount determined as Base Bid plus cumulative Total Bid Amount of Alternative Bid Item No. 44A and Alternative Bid Item No. 45A minus the Bid Amount for Bid Item No. 18 (Construct 4" PCC Sidewalk (Bicycle/Pedestrian Pathway) Over 4" CMB).

The City reserves the right to delete one or more bid items and/or to increase and/or to decrease bid items' quantities.

*The CITY also reserves the right to reject all Bids.*

BG  
Bidder's Initials

## PROPOSAL SCHEDULE (CONTINUED)

### NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. F.A. designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.
4. (\*) Schedule of Values shall be submitted before 4:00 PM of the 4th business day following the bid opening. Price includes the indirect cost mark up.
5. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

6. Bidder declares that it has read and understands Items 14 & 15 of Information for Bidders (Page B-2 and B-3).
7. Bidder agrees to initial or notarize (if applicable) all proposal pages where initials requires uploaded onto *PlanetBids*.

BG  
Bidder's Initials

**PROPOSAL SCHEDULE  
(CONTINUED)**

(Please Type or Print)

Total Amount for Base Bid (in written words) two million nine hundred eighty-nine thousand  
two hundred thirty-two (\$ 2,989,232.00 )  
dollars and zero cents in figures

Contractor's Lawful Name: Gentry General Engineering, Inc

Bidder's Name: Brenton Gentry Bidder's Initials: BG

Contractor's License No. 974279 Expiration: June 30, 2024

DIR Registration Number: [REDACTED]

Dun & Bradstreet Number: [REDACTED]

Contractor's Taxpayer I.D. Number: [REDACTED]

Signature:  Date: December 8, 2023

Contractor's Address: 320 W Tropica Rancho rd, Colton, CA 92324

Telephone Number: ( 909 ) 330-1128 Mobile No.: ( 909 ) 912-5253

Fax Number: ( 909 ) 330-1129 E-mail: gentrygeneral@gmail.com

24-Hour Emergency Contacts:

Brenton Gentry Name Telephone Number: ( 909 ) 330-1128

Mobile No.: ( 909 ) 912-5253

Robert Fryxell Name Telephone No.: ( 909 ) 330-1128

Mobile No.: ( 909 ) 908-5313

Dean Bates Name Telephone No.: ( 909 ) 330-1128

Mobile No.: ( 909 ) 732-1663

BG  
Bidder's Initials

**PROPOSAL SCHEDULE  
(CONTINUED)**

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

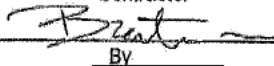
Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of       bidder's bond       (\$ 10%) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.

      BG        
Bidder's Initials

Respectfully submitted,

Gentry General Engineering, Inc  
 Contractor's Business Name  
320 W Tropical Rancho Rd  
 Business Address: Street  
Colton, CA 92324  
 City State Zip  
(909) 330-1128  
 Business Phone Number  
Brenton Gentry President  
 Name Title  
Colton, CA 92324  
 City State Zip

Brenton Gentry President  
 Contractor Title  
  
 By Title  
 [Redacted]  
 Contractor's License No. and Classification  
December 8, 2023  
 Date  
 [Redacted]  
 Residence: Street  
 [Redacted]  
 Residence phone Number

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

Corporation

Taxpayer I.D. Number: [Redacted]

Name Brenton Gentry  
 Name \_\_\_\_\_  
 Name \_\_\_\_\_

Can Sign

Must Sign

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint venturers.

Partnership or Joint Ventures

Taxpayer I.D. Number: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

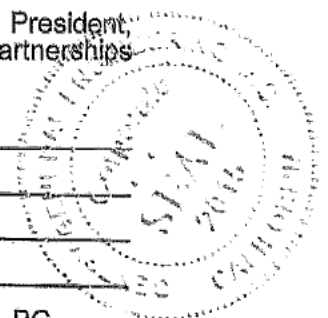
The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

Brenton Gentry - President, Secretary, Treasurer, and Manager

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

\_\_\_\_\_  
 \_\_\_\_\_  
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BG  
 Bidder's Initials







# GENTRY GENERAL ENGINEERING

## Prior Projects

2013 – \$34,500.00

City of Fontana  
Damaged Street/Sidewalk  
Asphalt & Concrete R&R  
8353 Sierra Ave  
Fontana, Ca 92335  
Jason Jojola: No Email Address  
909.350.6636

2014 – \$30,000.00

City of Rancho Cucamonga  
Solar Shade Structure  
8794 Lion St.  
Rancho Cucamonga, Ca 91730  
909.477.2730 (No Email Address)

2015 – \$495,000

City of Whittier  
Fire Loop/Fire Sprinkler Repair  
9401 Painter Ave  
Whittier, Ca 90605  
Karla Embry: [Karla.Embry@WUHSD.org](mailto:Karla.Embry@WUHSD.org)  
562.332.9303

2015 – \$41,000

City of Glendora  
Water Improvement  
116 E. Foothill Blvd.  
Glendora, Ca 91741  
Carlos Cigneros: No Email Address  
626.786.1285

2016 – \$504,420

City of Baldwin Park  
Alleyway Street/Sidewalk  
Asphalt & Concrete R&R  
14403 Pacific Ave  
Baldwin Park, Ca 91706  
Chase Fidler: [CFidler@baldwinPark.com](mailto:CFidler@baldwinPark.com)  
626.960.4011

2016 – \$619,075

City of Bloomington  
ADA Ramp – Repair/Maintenance/Replaced  
825 E. 3<sup>rd</sup> Street  
San Bernardino, CA 92415  
Haile Ford: [HFord@DPW.SBCount.gov](mailto:HFord@DPW.SBCount.gov)  
909.387.7936

2016 – \$173,604

City of Montclair  
Alleyway Street/Sidewalk Asphalt & Concrete  
5111 Benito St  
Montclair, Ca 91763  
Steve Stanton: [SStanton@CityofMontclair.org](mailto:SStanton@CityofMontclair.org)  
909.625.9444

2017 – \$325,000

City of Upland  
Damaged Street/Sidewalk  
Asphalt & Concrete R&R  
1370 North Benson Ave  
Upland, Ca 91785  
Tony Trejo: [TTrejo@Cl.Upland.Ca.Us](mailto:TTrejo@Cl.Upland.Ca.Us)  
909.631.3918

2017 – \$624,688  
Santa Ana  
Repair Maintenance/Replaced  
Damaged Street/Sidewalk  
Asphalt & Concrete R&R  
20 Civic Center Plaza  
Santa Ana, Ca 92701  
Victor So: [Vso@Santa-Ana.org](mailto:Vso@Santa-Ana.org)  
714.647.5076

2017 – \$694,000  
City of Corona  
Miscellaneous Concrete Repair  
400 S. Vicentia Ave, Ste. 210  
Corona, Ca 92882  
Barry Ghaemi: [Barry.Ghaemi@Coronaca.gov](mailto:Barry.Ghaemi@Coronaca.gov)  
951.739.4961

2017 – \$30,000  
City of San Diego  
Demo/Backfill/Compact Existing  
Vault Location  
422 W. Washington St.  
San Diego, Ca 92103  
Matt Cavan: [MCavan@HARCOInc.Us](mailto:MCavan@HARCOInc.Us)  
951.684.1909

2018 – \$1.2 Million  
City of Torrance  
Damaged Street/Sidewalk  
Asphalt & Concrete R&R  
20500 Madrona Ave  
Torrance, Ca 90503  
Shin Furukawa: [SFurukawa@TorranceCa.gov](mailto:SFurukawa@TorranceCa.gov)  
310.618.3073

2018 – \$547,950  
City of Pasadena  
Miscellaneous Concrete Repair  
100 Garfield Ave  
Pasadena, Ca 91101  
Morley Saralya: [MSaralya@CityofPasadena.net](mailto:MSaralya@CityofPasadena.net)  
626.744.3703

2018 – \$2.2 Million  
City of Torrance  
Downtown Torrance Active Transportation  
Improvements  
20500 Madrona Ave  
Torrance, Ca 90503  
Justin Gatza: [JGatza@TorranceCa.gov](mailto:JGatza@TorranceCa.gov)  
310.618.3032

2019 – \$288,974  
City of Barstow  
Water Treatment Plant Dewatering Pad & Wall  
2200 Riverside Dr.  
Barstow, Ca 92311  
Kody Topkins: [KTopkins@BarstowCa.gov](mailto:KTopkins@BarstowCa.gov)  
760.252.2538

2019 - \$544,342  
Torrance Unified School District  
Anza, Arnold and Hickory ES Site Drainage  
21400 Ellinwood Dr  
Torrance, CA 90503  
Joe Winterburn:  
[jwinterburn@balfourbeattyus.com](mailto:jwinterburn@balfourbeattyus.com)  
(949) 502-4000

2019 - \$714,000  
City of Hermosa Beach  
8<sup>th</sup> Street Improvements Project  
8<sup>th</sup> Street  
Hermosa Beach, CA 90254  
Reed Salan: [rsalan@hermosabch.org](mailto:rsalan@hermosabch.org)  
(310) 318-0229

2019 - \$267,000  
Costa Mesa Sanitary District  
Indus Sewer Main Replacement  
20122 Santa Ana Ave  
Newport Beach, CA 92660  
Rob Hamers: [rhamers@robhamers.com](mailto:rhamers@robhamers.com)  
(949) 548-1192

2019 - \$210,000  
Lynwood Middle School (USD)  
Storm Drain Improvements  
11321 Bullis Road  
Lynwood, CA 90262  
Manuel Jaramillo: [Mjaramillo@delterra.com](mailto:Mjaramillo@delterra.com)  
(323)447-0996

2019 - \$285,744  
City of Fullerton  
Curb/Gutter and Sidewalk Reconstruction  
Fullerton, CA 92831  
Jose Medina: [josem@cityoffullerton.com](mailto:josem@cityoffullerton.com)  
(714) 738-6863

2020 - \$1,369,000  
City of Torrance  
Sidewalk Repair for Handicap Accessibility  
Torrance, CA 90505  
Shin Furukawa: [sfurukawa@torranceca.gov](mailto:sfurukawa@torranceca.gov)  
(310) 781-6900

2019 - \$141,312 (\$139,573 original bid; work limits increased)  
City of Irvine  
Ranch Park Bike Trail Rehabilitation  
Irvine, CA 92618  
Anthony Caraveo: [acaraveo@cityofirvine.org](mailto:acaraveo@cityofirvine.org)  
(949) 724-7365

2020 - \$19,546  
City of Fontana  
San Bernardino at Cypress Driveway Improvements  
Fontana, CA 92335  
Christopher Smethurst:  
[csmethurst@fontana.org](mailto:csmethurst@fontana.org)  
(909) 350-6649

2019 - \$644,763  
City of Thousand Oaks  
Concrete Replacement and Sidewalk Repair Program  
Thousand Oaks, CA 91320  
Michelle McCarty: [mmccarty@toaks.org](mailto:mmccarty@toaks.org)  
(805) 449-2477

2020 - \$158,338 (\$149,835 original bid; additional grading work performed)  
City of Walnut  
Butterfield Park Trail Rehabilitation  
21201 La Puente Rd  
Walnut, CA 91789  
Tony Lopez: [tlopez@rkagroup.com](mailto:tlopez@rkagroup.com)  
(909) 594-9702

2019 - \$14,800.00  
Whittier Unified School District (Whittier CHS)  
Refurbish Long Jump Pits  
9401 S. Painter Ave.,  
Whittier, CA 90605  
Danny True –  
[Danny.true@wuhsd.org](mailto:Danny.true@wuhsd.org)  
(562) 237-0795

2020 - \$29,820  
City of Irwindale  
Peppertree Bus Shelter Removal and Foothill  
Column  
5050 N Irwindale Ave  
Irwindale, CA 91706  
Elizabeth Rodriguez –  
[erodriguez@irwindaleca.gov](mailto:erodriguez@irwindaleca.gov)  
(626) 430-2211

2020 - \$5,565  
City of Irwindale  
Arrow Bus Shelter Roof Repair  
5050 N Irwindale Ave  
Irwindale, CA 91706  
Elizabeth Rodriguez –  
[erodriguez@irwindaleca.gov](mailto:erodriguez@irwindaleca.gov)  
(626) 430-2211

2021 - \$22,000  
Whittier Unified School District  
Collapsed Storm Drain Repair  
9401 S. Painter Ave.,  
Whittier, CA 90605  
Danny True –  
[Danny.true@wuhisd.org](mailto:Danny.true@wuhisd.org)  
(562) 237-0795

2021 - \$29,999  
Costa Mesa Sanitary District  
Manhole Surface Repairs Phase 7  
290 Paularino Ave  
Costa Mesa, CA 92626  
Michael Benesh –  
[mlbenesh@robhamers.com](mailto:mlbenesh@robhamers.com)  
(949) 548-1192

2021 - \$366,732  
City of Laguna Beach  
Zones 2 and 3 Street Concrete Improvements  
505 Forest Ave  
Laguna Beach, CA 92651  
Alpha Santos-Guinto –  
[asantos@lagunabeachcity.net](mailto:asantos@lagunabeachcity.net)  
(949) 497-0729

2021 – \$221,318 (\$211,965 original bid; extra  
work added)  
City of Laguna Beach  
Ramona Alley Decorative Paving Replacement  
505 Forest Ave  
Laguna Beach, CA 92651  
Alpha Santos-Guinto –  
[asantos@lagunabeachcity.net](mailto:asantos@lagunabeachcity.net)  
(949) 497-0729

2021 - \$198,420  
Chino Valley Unified School District  
Briggs K-8 Waterline Upgrades  
11880 Roswell Ave  
Chino, CA 91710  
Sam Sousa –  
[sam\\_sousa@chino.k12.ca.us](mailto:sam_sousa@chino.k12.ca.us)  
(909) 628-1201 x1490

2021 - \$125,400  
Torrance Unified School District  
Seaside Elementary Site Drainage Improvement  
2335 Plaza Del Amo  
Torrance, CA 90501  
Ryan Palmer –  
[Palmer.ryan@tusd.org](mailto:Palmer.ryan@tusd.org)  
(310) 972-6240

2021 - \$252,796  
City of Rancho Cucamonga  
Citywide Concrete Repair  
10500 Civic Center Dr  
Rancho Cucamonga, CA 91730  
Ernie Ruiz –  
[Ernie.ruiz@cityofrc.us](mailto:Ernie.ruiz@cityofrc.us)  
(909) 774-4108

2022 - \$88,066  
Cucamonga Valley Water District  
Nitrate Facility Retaining Wall  
10440 Ashford St  
Rancho Cucamonga, CA 91730  
Tyler Bui –  
[tylerbui@cvwdwater.com](mailto:tylerbui@cvwdwater.com)  
(909) 483-7455

2021 - \$41,750  
State of California  
Moro State Deck and ADA Access  
715 P Street  
Sacramento, CA 94296  
Michelle Humphrey –  
[Michelle.humphrey@parks.ca.gov](mailto:Michelle.humphrey@parks.ca.gov)  
(949) 366-8533

2022 - \$148,029  
County of San Bernardino  
Laurel Ave/Randall Ave Drainage Improvement  
825 E 3<sup>rd</sup> St  
San Bernardino, CA 92415  
Carlos Seanez –  
[carlos.seanez@dpw.sbcounty.gov](mailto:carlos.seanez@dpw.sbcounty.gov)  
(909) 486-0227

2021 - \$1,924,055  
City of Anaheim  
Alley Sanitary Sewer Improvement  
200 S Anaheim Blvd  
Anaheim, CA 92805  
Scott Yanagihara –  
[syanagihara@anaheim.net](mailto:syanagihara@anaheim.net)  
(714) 231-4696

2022 – \$98,050  
City of Laguna Beach  
Citywide Guardrails  
505 Forest Ave  
Laguna Beach, CA 92651  
Alpha Santos-Guinto –  
[asantos@lagunabeachcity.net](mailto:asantos@lagunabeachcity.net)  
(949) 497-0729

2022 - \$9,010,551 (\$8,449,000 original bid;  
plans/specs revised post-award)  
State of California  
Doheny State Beach Projects A, B and C  
715 P Street  
Sacramento, CA 95832  
Ryan McBride –  
[rmcbride@4leafinc.com](mailto:rmcbride@4leafinc.com)  
(714) 833-1792

2022 - \$121,318 (\$111,000 original bid; work  
limits extended)  
City of Orange  
Chapman Ave Alley Improvement  
300 E Chapman Ave  
Orange, CA 92866  
Karl Schmidt –  
[kschmidt@cityoforange.org](mailto:kschmidt@cityoforange.org)  
(714) 744-5562

2022 - \$1,085,610.50  
City of Torrance  
Citywide Sidewalk Repair for Disabled  
Accessibility  
3031 Torrance Blvd  
Torrance, CA 90503  
Marc Simons –  
[msimons@torranceca.gov](mailto:msimons@torranceca.gov)  
(424) 399-3193

2022 - \$7,997  
City of Rancho Cucamonga  
Citywide Fence Repair  
8794 Lion St  
Rancho Cucamonga, CA 91730  
Phillip Ortega –  
[Phillip.Ortega@cityofrc.us](mailto:Phillip.Ortega@cityofrc.us)  
(909) 477-2730

2022 - \$206,496 (\$200,010 original bid; design  
revisions)  
City of El Segundo  
W Mariposa Ave and W Pine Ave Sidewalk  
Construction  
350 Main St  
El Segundo, CA 90245  
Floriza Rivera –  
[frivera@elsegundo.org](mailto:frivera@elsegundo.org)  
(310) 524-2361

2022 - \$413,420  
Temecula Valley Unified School District  
Vintage Hills Elementary School Modernization  
31350 Rancho Vista Rd  
Temecula, CA 92592  
Jim Flath –  
[jflath@balfourbeattyus.com](mailto:jflath@balfourbeattyus.com)  
(951) 501-9594

2022 - \$5,700  
City of Rancho Cucamonga  
Way Finder Monument Sign Replacement  
8794 Lion St  
Rancho Cucamonga, CA 91730  
Phillip Ortega –  
[Phillip.Ortega@cityofrc.us](mailto:Phillip.Ortega@cityofrc.us)  
(909) 477-2730

2022 - \$426,472 (\$508,372 original bid; some  
bid schedule items deleted from work)  
County of San Bernardino  
Ridgecrest Rd Sidewalk and Ramps  
825 E 3<sup>rd</sup> St  
San Bernardino, CA 92415  
Carlos Seanez –  
[carlos.seanez@dpw.sbcounty.gov](mailto:carlos.seanez@dpw.sbcounty.gov)  
(909) 486-0227

2022 - \$48,606  
City of Rancho Cucamonga  
Calle Carabe Sidewalk Repair  
8794 Lion St  
Rancho Cucamonga, CA 91730  
Richard Favela –  
[Richard.Favela@cityofrc.us](mailto:Richard.Favela@cityofrc.us)  
(909) 774-4107

2022 – \$128,695  
City of Laguna Beach  
Peppertree Parking Lot Rehabilitation  
505 Forest Ave  
Laguna Beach, CA 92651  
Alpha Santos-Guinto –  
[asantos@lagunabeachcity.net](mailto:asantos@lagunabeachcity.net)  
(949) 497-0729

2022 - \$529,424 (\$489,075 bid value;  
quantities/limits increased)  
City of El Monte  
Sidewalk and Curb Ramp Reconstruction  
11333 Valley Blvd  
El Monte, CA 91731  
John Rico –  
[jrico@elmonteca.gov](mailto:jrico@elmonteca.gov)  
(626) 258-8833

2022 - \$8,922  
City of Rancho Cucamonga  
Guardrail Replacement at Woodruff and  
Highland  
8794 Lion St  
Rancho Cucamonga, CA 91730  
Phillip Ortega –  
[Phillip.Ortega@cityofrc.us](mailto:Phillip.Ortega@cityofrc.us)  
(909) 477-2730

2022 - \$47,522 (\$44,236 bid value; additional  
signage added to scope)  
City of El Monte  
City Hall Parking Lot ADA Improvements  
11333 Valley Blvd  
El Monte, CA 91731  
Kevin Ko –  
[kko@elmonteca.gov](mailto:kko@elmonteca.gov)  
(626) 580-2058

2022 – \$176,450 (\$138,925 bid value;  
limits/quantities increased)  
City of Orange  
Chapman and Yorba Sidewalk Construction  
300 E Chapman Ave  
Orange, CA 92866  
Eric Perez –  
[eperez@cityoforange.org](mailto:eperez@cityoforange.org)  
(714) 744-4107

2022 - \$142,591  
City of Rancho Cucamonga  
Heritage Community Park Pedestrian Trail  
Rehabilitation  
8794 Lion St  
Rancho Cucamonga, CA 91730  
Richard Favela –  
[Richard.Favela@cityofrc.us](mailto:Richard.Favela@cityofrc.us)  
(909) 774-4107

2022 - \$109,208 (\$99,420 bid value; scope of  
work increased)  
City of Rancho Cucamonga  
Construction of Pickleball Courts at Redhill Park  
8794 Lion St  
Rancho Cucamonga, CA 91730  
Jenny Hanlon –  
[Jenny.Hanlon@cityofrc.us](mailto:Jenny.Hanlon@cityofrc.us)  
(909) 774-2343

2022 - \$15,600  
City of Rancho Cucamonga  
Carnelian Block Wall Repair  
8794 Lion St  
Rancho Cucamonga, CA 91730  
Richard Favela –  
[Richard.Favela@cityofrc.us](mailto:Richard.Favela@cityofrc.us)  
(909) 774-4107

2022 - \$181,909.90 (original bid \$186,155;  
actual quantities less than bid schedule)  
County of San Bernardino  
City Creek Guardrails  
825 E 3<sup>rd</sup> St  
San Bernardino, CA 92415  
Carlos Seanez –  
[carlos.seanez@dpw.sbcounty.gov](mailto:carlos.seanez@dpw.sbcounty.gov)  
(909) 486-0227

2022 - \$240,528 (\$233,440.68 bid value; limits extended)

City of Fontana  
Foothill-Alder Curb Ramp  
8353 Sierra Ave  
Fontana, CA 92335  
Estephany Monroy  
[emonroy@fontana.org](mailto:emonroy@fontana.org)  
(909) 350-6642

2023 - \$163,771.34 (\$200,000 bid value; on-call contract)

City of Laguna Niguel  
Citywide Concrete Infrastructure Repair  
30111 Crown Valley Pkwy  
Laguna Niguel, CA 92677  
Jeff Metz  
[jmetz@cityoflagunaniguel.org](mailto:jmetz@cityoflagunaniguel.org)  
(949) 362-4344

2023 - \$281,019 (\$207,793 bid value; locations added and scope of work increased)

City of Hermosa Beach  
Prospect Ave Curb Ramps, Longfellow Sidewalk Improvements and ADA Improvements  
1315 Valley Dr  
Hermosa Beach, CA 90254  
Jonathan Pascual –  
[jpascual@hermosabeach.gov](mailto:jpascual@hermosabeach.gov)  
(310) 318-0252

2023 - \$646,577.87 (original bid \$552,252)

City of Downey  
Annual Miscellaneous Concrete Repairs  
11111 Brookshire Ave  
Downey, CA 90241  
Brian Aleman –  
[baleman@downeyca.org](mailto:baleman@downeyca.org)  
(562) 904-7110

2022 - \$101,192.76

City of Rancho Cucamonga  
Emergency Trail Repairs  
8794 Lion St  
Rancho Cucamonga, CA 91730  
Sonny Rodriguez –  
[sonny.rodriguez@cityofrc.us](mailto:sonny.rodriguez@cityofrc.us)  
(909) 477-2730

2023 - \$46,793.44

City of Hermosa Beach  
Clark Field Restroom Plumbing Upgrades and Site Improvements  
1315 Valley Dr  
Hermosa Beach, CA 90254  
Jonathan Pascual –  
[jpascual@hermosabeach.gov](mailto:jpascual@hermosabeach.gov)  
(310) 318-0252

2023 - \$26,800.00

City of Hermosa Beach  
South Park Restroom Plumbing Upgrades and Site Improvements  
1315 Valley Dr  
Hermosa Beach, CA 90254  
Jonathan Pascual –  
[jpascual@hermosabeach.gov](mailto:jpascual@hermosabeach.gov)  
(310) 318-0252





# GENTRY GENERAL ENGINEERING

## PROJECTS IN PROGRESS

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### **Orange County**

“Portland Cement Maintenance and Repair Services”

*Removal and replacement of concrete sidewalk, ADA ramps, drive approaches, curb and gutter, cross gutter, and other improvements on a county-wide, on-call basis.*

Award Value: \$2,000,000

Contact: Nicholas Murray, Purchasing Agent

(714) 667-8800      [nicholas.murray@ocpw.ocgov.com](mailto:nicholas.murray@ocpw.ocgov.com)

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### **City of Manhattan Beach**

“Manhattan Village Senior Villas ADA Pathway Project”

*Removal and replacement/remodeling of planters, curb, asphalt pavement, curb ramps, and a concrete drive approach; new construction of a hillside ADA ramp and accessible pathway.*

Award Value: \$1,162,732.93

Contact: Tim Birthisel, PE

(310) 802-5368      [msimons@torranceca.gov](mailto:msimons@torranceca.gov)



# GENTRY GENERAL ENGINEERING

## PROJECTS IN PROGRESS (continued)

### **City of Fontana**

#### **“Foothill-Alder Curb Ramp”**

*Removal and replacement of sidewalk, curb and gutter and asphalt pavement, construction of new curb ramps, and traffic signal installation.*

Award Value: \$233,440.68

Contact: Estephany Monroy

(909) 350-6642      [emonroy@fontana.org](mailto:emonroy@fontana.org)

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### **City of South Gate**

#### **“Citywide Valve Replacement”**

*Cut-in installation of new butterfly and gate valves, including line stops and surface repairs.*

Award Value: \$194,500

Contact: Ana Ananda

(323) 563-5769      [aananda@sogate.org](mailto:aananda@sogate.org)



# GENTRY GENERAL ENGINEERING

## PROJECTS IN PROGRESS (continued)

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### **City of Fontana**

“Cherry Ave at Live Oak Signal Modification”

*Removal and replacement of sidewalk, curb and gutter and asphalt pavement, construction of new curb ramps, new storm drain with junction structures, and traffic signal installation.*

Award Value: \$883,050

Contact: Estephany Monroy

(909) 350-6642      [emonroy@fontana.org](mailto:emonroy@fontana.org)

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### **City of Laguna Niguel**

“Citywide Concrete Infrastructure Repair”

*Removal and replacement of concrete sidewalk, curb ramps, curb/gutter, and driveway approaches on as as-needed basis.*

Award Value: \$200,000

Contact: Jeff Metz

(949) 362-4344      [jmetz@cityoflagunaniguel.org](mailto:jmetz@cityoflagunaniguel.org)



# GENTRY GENERAL ENGINEERING

## PROJECTS IN PROGRESS (continued)

### **County of San Bernardino**

#### **“City Creek Guardrails”**

*Replacement of existing damaged guardrails on Cit Creek Road in Running Springs, CA.*

Award Value: \$186,155

Contact: Carlos Seanz

(909) 387-7945      [Carlos.Seanez@dpw.sbcounty.gov](mailto:Carlos.Seanez@dpw.sbcounty.gov)

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### **City of Downey**

#### **“Annual Misc. Concrete Repairs”**

*Replacement of damaged sidewalk, ADA ramps, drive approaches, and curb/gutter.*

Award Value: \$552,252

Contact: Brian Aleman

(562) 904-7110      [baleman@downeyca.org](mailto:baleman@downeyca.org)



**GENTRY GENERAL ENGINEERING**

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**PROJECTS IN PROGRESS (continued)**

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**City of Hermosa Beach**

“Prospect Ave Curb Ramps, Longfellow Sidewalk Improvements and ADA Improvements”

*Removal and replacement of curb ramps, sidewalk, curb and gutter, and asphalt paving.*

Award Value: \$207,793

Contact: Jonathan Pascual

310-318-0252      [jpascual@hermosabeach.gov](mailto:jpascual@hermosabeach.gov)

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**City of Upland**

“17<sup>th</sup> Street Water Main Replacement and Street Rehabilitation”

*Replacement of 8” CML&C water main, service laterals, fire hydrants; installation of new water system appurtenances; replacement of PCC and AC hardscape.*

Award Value: \$2,696,271.90

Contact: Kirk Swanner

(909) 291-2938      [kswanner@uplandca.gov](mailto:kswanner@uplandca.gov)

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) 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 (1/2) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work which will be done by each such subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the owner.

*All information must be filled out and typed. Please use additional pages in this format if needed.*

PORTION OF WORK	BID ITEM NUMBER	SUBCONTRACTOR'S NAME AND FULL ADDRESS	STATE LICENSE NUMBER AND CLASSIFICATION
tree removal	4	TreeSmith Enterprises, Inc - 1551 N Miller St, Anaheim, CA 92806	802705 - C27, C61/D49
unclassified ex. (partial)	3 (partial)	Pavement Recycling Systems, Inc - 10240 San Sevaine Way, Jurupa Valley, CA 91752	569352 - A, C12
SWPPP plan/	2 (partial)	Endemic Environmental Services - 110 E Wilshire Ave Suite 305, Fullerton, CA 92832	1048090 - C27
weed kill/ crack seal	8 (partial)	Tesoro Contractors Inc - 9600 Kauffman Ave, South Gate, CA 90280	1091855 - A, C10
AC and CMB (100%)	5-7, 44A-45A 8 (partial)	Onyx Paving Company, Inc - 2890 E La Cresta Ave, Anaheim, CA 92806	630360 - A, C12
irrigation. mulch	24-25 (partial) 26-27, 37	Kato Landscape, Inc - 18182 Bushard St, Fountain Valley, CA 92708	802122 - C27
signing/ striping	39	Cat Tracking, Inc - 17 Commercial Ave, Riverside, CA 92507	991122 - A, B, C8, C12, C31, C32
traffic signal/ street lighting	40-41	LA Signal Construction - 155 N Eucla Ave, San Dimas, CA 91773	858974 - C10

BG  
 Bidder's Initials

### CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: Gentry General Engineering, Inc Phone: (909) 330-1128

Address: 320 W Tropica Rancho Rd Fax: (909) 330-1129

Colton, CA 92324

Contact Person: Brenton Gentry No. of years in business: 11

Is the firm currently certified as a DBE under 49 CFR Part 26?  YES  NO

Type of work/services/materials provided by firm? PCC, AC, wet utilities, handrails/guardrails

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

**BIDDER'S BOND TO ACCOMPANY PROPOSAL**

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Gentry General Engineering, Inc. as principals, and The Ohio Casualty Insurance Company as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of Ten Percent of the Amount Bld (\$10%) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, Gentry General Engineering, Inc., if accepted by the City of Costa Mesa, and if the above bounden, Gentry General Engineering, Inc., his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, Gentry General Engineering, Inc., by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this 8th day of December, 2023.

Gentry General Engineering, Inc.

Bert

President & CEO

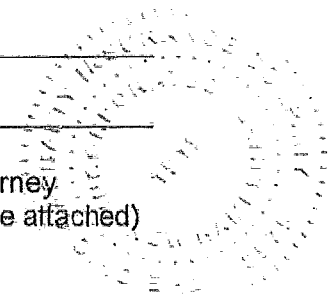
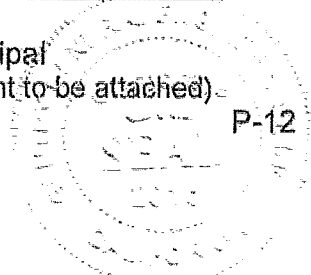
Contractor/ Principal  
(Notary Acknowledgement to be attached)

The Ohio Casualty Insurance Company

Adrian Langrell

Adrian Langrell, Attorney-in-Fact

Surety/Power of Attorney  
(Notary Acknowledgment to be attached)





## ACKNOWLEDGMENT

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

State of California  
County of San Bernardino )

On December 8, 2023 before me, Andrea Scarbrough, Notary Public  
(Insert name and title of the officer)

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

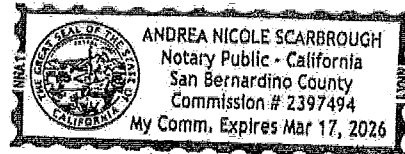
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## ACKNOWLEDGMENT

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

State of California  
County of Orange

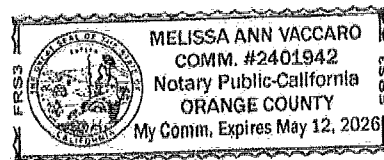
On 12/08/2023 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)  
Melissa Ann Vaccaro





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209029-969561

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arturo Ayala; Daniel Huckabay; Adrian Langrell; Chelsea Liberatoro; Frank Morones; R. Nappi; Dwight Reilly; Shaurna Rozelle Ostrom; Ben Stong; Michael D. Stong; Benjamin Wolfe

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of November, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY
On this 21st day of November, 2023, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes herein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 112604
Member Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of December, 2023.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

### **CONTRACT ASSURANCE**

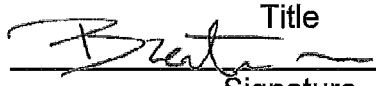
The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR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

The CONTRACTOR will require that the above provision is included in all subcontracts.

BG  
Bidder's Initial

**NONCOLLUSION AFFIDAVIT**

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

Gentry General Engineering, Inc  
Contractor Firm Name  
Brenton Gentry  
Name of Principal  
President  
Title  
  
Signature

Subscribed and sworn to before me by:  
please see attached  
This \_\_\_ day of \_\_\_\_\_, 20\_\_.  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

BG  
Bidder's Initials

## ACKNOWLEDGMENT

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

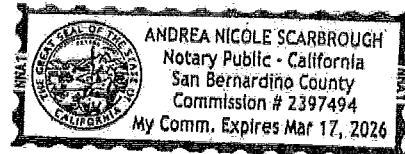
State of California  
County of San Bernardino

On December 8, 2023 before me, Andrea Scarbrough, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature \_\_\_\_\_

(Seal)

**CONTRACTOR'S CERTIFICATION  
OF  
WORKERS' COMPENSATION INSURANCE REQUIREMENTS  
FOR  
PUBLIC WORKS PROJECTS  
(Labor Code §1861)**

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

Dated: December 8, 2023

CONTRACTOR

  
\_\_\_\_\_

Gentry General Engineering, Inc  
Company Name

PROJECT: Adams Ave and Pinecreek Dr  
\_\_\_\_\_  
\_\_\_\_\_

BG  
Bidder's Initials

P-15

## **DRUG-FREE WORKPLACE POLICY**

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as Attachment No. 1 in the Project Specifications.

**BG**

**Bidder's Initials**



**SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION  
PROJECTS**

Refer to pages DB-1 to DB-19 within the Special Provisions Section and the following  
pages P-19 to P-34

## FEDERAL REQUIREMENTS (BID PROPOSAL)

### ***Federal Lobbying Restrictions:***

Section 1352, Title 1352, Title 31, United States Code 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:

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

## **Design Engineer May Not Bid On Construction Contract**

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

## DEBARMENT AND SUSPENSION CERTIFICATION

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

## **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

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


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

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

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

### DISCLOSURE OF LOBBYING ACTIVITIES

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

<b>1. Type of Federal Action:</b> <input type="checkbox"/> NONE a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial b. material change  <b>For Material Change Only:</b> year ____ quarter ____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>	
<b>10. a. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
<b>11. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) if necessary)		
<b>15. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
Signature: <u></u> Print Name: <u>Brenton Gentry</u> Title: <u>President</u> Telephone No.: <u>(909) 330-1128</u> Date: <u>12/08/2023</u>		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL

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

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

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

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



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

Date: December 8, 2023



*Brenton Gentry*

Brenton Gentry, President

Signature and Title of Bidder

Business Address 320 W Tropica Rancho Rd, Colton, CA 92324

Place of Business Colton, CA

Place of Residence Colton, CA

## 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 X 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.

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### 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 X

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

## **PUBLIC CONTRACT CODE 10232 STATEMENT**

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

**AFFIRMATIVE ACTION QUESTIONNAIRE  
ORDINANCE NUMBER 1451**

Paragraph B.1, Section 1.

1. All contractors and subcontractors shall submit for approval to the Affirmative Action Officer of the City and Federal Government, when necessary, prior to the award of a contract, a written Affirmative Action Program in which the contractor or subcontractor, as the case may be, agrees to meet the following minimum requirements:
  - a. The contractor or subcontractor shall recruit and hire a work force that reflects the ethnic composition of the resident population of the City. The most current census data shall be used as a guide in determining such required composition. In order to further the purpose of the project, the work force shall be recruited from the following areas in the order of their priority:
    1. The resident population of the official target areas of the City, as may be designated by the Affirmative Action Department or the Council;
    2. The resident population of the City as a whole; and
    3. No contractor or subcontractor shall be found to be in noncompliance solely on account of its goals within its timetable, but such contractors shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in Paragraph B, Subsection I, and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority and residential manpower utilization on all of its projects in the Costa Mesa community;
    4. The resident population of the unincorporated areas of the County contiguous to the City.
  - b. The contractor and all subcontractors shall be required to establish a plan for the hiring of minority workers. Such a plan shall include referral procedures for hiring programs, or any other comparable programs. The contractor or subcontractor pursuant to any such plan shall utilize any applicable Federal or locally subsidized program for the training and hiring of minority workers.
2. Upon acceptance of the respective Affirmative Action Programs by the Affirmative Action Officer of the City, such programs shall become a part of the contractor's and subcontractor's contracts as if fully set forth in its terms and conditions.

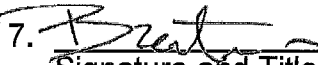
3. Compliance with the Affirmative Action Program Requirements shall be measured from the initial day of performance under the contract.

Title of Officer Signing President

Signature  Date December 8, 2023

**IMPORTANT:** This report must be completed by the prime contractor and each subcontractor. Complete all items unless otherwise instructed. If additional space is needed, use separate 8-1/2 x 11 blank sheets. **SUBMIT ORIGINAL OF THIS QUESTIONNAIRE TO: City Manager, City Manager's Office, P.O. Box 1200, Costa Mesa, California 92626.**

Part I \_\_\_\_\_ Prime Contractor Gentry General Engineering, Inc  
Subcontractor

1. Name and address of reporting unit covered by this questionnaire.  
320 W Tropica Rancho Rd, Colton, CA 92324
2. Name and address of principal official or manager.  
same as above
3. Name and address of principal officer of the company.  
same as above
4. Name and address of parent company if an affiliated corporation.  
n/a
5. Name and address of subcontractor(s). (Complete only if this is a subcontractor's report.)  
\_\_\_\_\_
6. Name and address of prime contractor. (Complete only if this is a subcontractor's report.)  
320 W Tropica Rancho Rd, Colton, CA 92324
7.  President  
Signature and Title of Authorized Representative
8. December 8, 2023  
Date

Part II

1. Attach a statement of your company's policy on equal employment opportunity to all persons without regard to race, creed, color, national origin, or ancestry and describe what specific steps have been taken to put this policy into effect.
2. Have you informed company officials and representatives regarding the nondiscrimination provisions of City of Costa Mesa contracts? Yes

3. Have you examined your company's practices regarding assignments, layoffs, or transfers of your employees from one job to another for evidence of practice or employment pattern that might appear to be discriminatory and based upon race, religion, or national origin? Are they nondiscriminatory? Yes
4. Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? Yes - Safety Programs
- a) How many people participate in these programs? 25
- b) How many are minorities? 21
- c) Does your help wanted advertising state that you are an equal opportunity employer, male or female? Yes
5. Are any apprentices obtained from sources outside the employer's work force? Yes If yes, have you circulated information about apprenticeship openings or opportunities to the following?

State Employment Office Yes

Newspapers or other media No

High schools, including those in minority group areas No

Local trade or vocational schools, including those with minority group students  
Yes

Agencies and/or organizations specializing in minority employment No

Federal or State apprenticeship representatives Yes

Name Associated General Contractors

Other - Name \_\_\_\_\_

6. If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the nondiscrimination provisions of the City of Costa Mesa contracts? Yes
7. Have all recruitment sources been advised that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin? Yes
8. Identify (names and addresses) the employment agencies, personal recruitment organizations, newspaper advertising or other nonunion sources from which the company recruits its personnel.

Associated General Contractors

6212 Ferris Sq, San Diego, CA 92121

Part III

1. Have you a collective bargaining agreement with a labor union or other organization?  
No
2. If yes, specify the union(s) or organization(s).  
n/a
3. Have you advised the labor union and/or worker organization of the company's responsibility under the nondiscrimination provisions of City contracts? n/a
4. Approximately what percentage of your employees covered by union agreements are referred by or hired through the unions?  
n/a
5. Does the company's collective bargaining agreement or other contract or understanding with a labor union (or unions) or other worker organization include a nondiscrimination in employment provision? n/a
6. Is there any labor union or worker organization policy which prevents you from fulfilling your obligations under the nondiscrimination provisions of City contracts? No  
  
If so, specify n/a
7. Specify the trade(s) or craft(s) involved in this contract.  
operating engineers, cement masons, teamsters





**GENTRY GENERAL ENGINEERING**

### Acknowledgments

\*\*\* Gentry General Engineering, Inc. provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics. In addition to federal law requirements, Gentry General Engineering, Inc. complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Gentry General Engineering, Inc. expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of Gentry General Engineering, Inc employees to perform their job duties may result in discipline up to and including discharge.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE  
OF PREVIOUS CONTRACTS OR SUBCONTRACTS  
SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE  
AND THE FILING OF REQUIRED REPORTS**

The bidder Gentry General Engineering, Inc,  
proposed subcontractor \_\_\_\_\_,  
hereby certifies that he has X , 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.

# FEDERAL REQUIREMENTS FOR DISADVANTAGED BUSINESS ENTERPRISES (UPDATED MAY 2023)

## GENERAL

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

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

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

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

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

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

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

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

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers.

Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.

- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

#### **A. Nondiscrimination Statement**

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

#### **B. Contract Assurance**

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

#### **C. Prompt Progress Payment**

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

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

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

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

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

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

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

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

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

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

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

#### Termination of DBE Subcontractors

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

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

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

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

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

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

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

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
  - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
  - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:

- Quote for bid item work and description of work to be performed
- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
- Revised Subcontracting Request form
- Revised Exhibit 15-G: Construction Contract DBE Commitment

2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

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

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

#### **F. Commitment and Utilization**

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

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

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

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:

- Name and business address of each 1<sup>st</sup>-tier subcontractor
- Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

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

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

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

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

### **G. Running Tally of Attainments**

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

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

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

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

### **H. Commercially Useful Function**

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

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

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

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a



CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

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

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

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

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

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

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

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

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

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

#### **I. Use of Joint Checks**

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

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

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

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

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

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

**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 publicworks 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: CML-5312(104)

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	Age of Firm In years	
NAME TreeSmith Enterprises, Inc City, State Anahelm, CA	4, tree removals	\$17,800	100% (excluding overhead/markup)	802705	Y	35817	X	< \$1 million	21
				1000001838			< \$5 million		
NAME Endemic Environmental Services City, State Fullerton, CA	2, SWPPP plan/inspections	tbd, will vary based on number of rain days/weekly inspections (est. \$11-15K)	tbd, will vary based on number of rain days/weekly inspections	1048090	Y	46698	X	< \$1 million	5
				1000035237			< \$5 million		
NAME Pavement Recycling Systems, Inc City, State Jurupa Valley, CA	3, unclassified excavation	\$168,840	73% (excluding overhead and markup)	569352	N		X	< \$1 million	34
				1000003363			< \$5 million		
NAME Tesoro Contractors Inc City, State South Gate, CA	8, weed kill and crack seal	\$13,500	11% (excluding overhead and markup)	1091855	Y	51392	X	< \$1 million	1
				1000995757			< \$5 million		
NAME Onyx Paving Company, Inc. City, State Anahelm, CA	8- slurry seal 5-7, 44 A-45 A - AC, CMB and slurry seal	\$507,440 (inc. additives)	89% 100%	630360	N		X	< \$1 million	32
			(excluding overhead and markup)	1000004798			< \$5 million		
NAME Kato Landscape, Inc City, State Fountain Valley, CA	24 - adjust irrigation 25 - mulch and adjust irrigation 26-27 - modify irrigation 37 - relocate valve	\$100,550	57% 88% 100% 100%	806122	N		X	< \$1 million	21
			(exc. overhead and markup)	1000000086			< \$5 million		
NAME Cat Tracking Inc City, State Riverside, CA	39 - signing and striping	\$111,850	100% (excluding overhead and markup)	991122	Y	43242	X	< \$1 million	9
				1000011750			< \$5 million		
NAME Los Angeles Signal Construction City, State San Dimas, CA	40-41 - lighting and signals	\$588,200	100% (excluding overhead and markup)	858974	Y	4838	X	< \$1 million	18
				1000005664			< \$5 million		
NAME City, State							X	< \$1 million	

Distribution - Original: Local Agency File; Copy: DLAE w/Award Package

**Exhibit 15-G: Construction Contract DBE Commitment**

1. Local Agency: City of Costa Mesa 2. Contract DBE Goal: 16%  
 3. Project Description: Multi-modal Improvements at the Intersection of Adams Avenue and Pinecreek Drive  
 4. Project Location: Multi-modal Improvements at the Intersection of Adams Avenue and Pinecreek Drive  
 5. Bidder's Name: Gentry General Engineering, Inc 6. Prime Certified DBE:  7. Bid Amount: \$2,989,232.00 (base)  
 8. Total Dollar Amount for **ALL** Subcontractors: \$1,492,810.00 9. Total Number of **ALL** Subcontractors: 8

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount
2	SWPPP plan and inspections	541620, 541690 541990, 541730 611430	46698	Endemic Environmental Services Inc Barry Nerhus - (714) 393-6249 110 E Wilshire Ave Ste 305, Fullerton, CA 92832	\$4,200 base *see bottom of page
4	tree removals	561730	35817	Treesmith Enterprises, Inc Jeanette Ramirez - (714) 996-6037 1551 N Miller St, Anaheim, CA 92806	\$17,600.00
8	weed kill and crack seal	238990	51392	Tesoro Contractors, Inc Luis Barajas - (323) 513-6641 9600 Kauffman Ave, South Gate, CA 90280	\$13,500.00
39	striping and signage	237310, 238990 488490, 561990	43242	Cat Tracking, Inc Pamela Follmer - (714) 682-1494 17 Commercial Ave, Riverside, CA 92507	\$111,850.00
40-41	lighting and traffic signals, misc electrical	238210	35670	Los Angeles Signal Construction, Inc Christopher Morales - (909) 599-2201 155 N Eucla Ave, San Dimas, CA 91773	\$568,200.00

<b>Local Agency to Complete this Section upon Execution of Award</b>		<b>16. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>\$715,350.00</b>
22. Local Agency Contract Number:			
23. Federal-Aid Project Number:	CML-5312(104)		
24. Bid Opening Date:			
25. Contract Award Date:			
26. Award Amount:		23.9	%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		<b>IMPORTANT:</b> 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.	
27. Local Agency Representative's Signature	28. Date	17. Preparer's Signature	18. Date
29. Local Agency Representative's Name	30. Phone	Brenton Gentry	(909) 330-1128
31. Local Agency Representative's Title		19. Preparer's Name	20. Phone
		President	
		21. Preparer's Title	

\*Will likely increase with pre/post-storm QSD/QSP site visits; number unforeseeable.

- DISTRIBUTION:** 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.  
 3. Include additional copy with award package.

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

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

**LOCAL AGENCY SECTION**

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

**EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS**

Cost Proposal Due Date December 18, 2023 PE/CE

Federal-aid Project No(s) CML-5312(104) Bid Opening Date December 18, 2023 CON

The City of Costa Mesa established a Disadvantaged Business Enterprise (DBE) goal of 16.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
None; DBE firms were solicited directly.	

- 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
TreeSmith Enterprises	September 11, 2023	December 14, 2023 - email
LA Signal Construction	September 11, 2023	December 14, 2023 - email
Cat Tracking, Inc	September 11, 2023	December 14, 2023 - email
Endemic Environmental	September 8, 2023	November 15, 2023 - email
Tesoro Contractors	September 11, 2023	December 14, 2023 - email

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
2	Pick N	SWPPP	\$4,200	0.14%
4	Pick Y	tree removals	\$17,600	0.59%
8	Pick Y	crack seal/weed kill	\$13,500	0.45%
39	Pick N	signing/stripping	\$111,850	3.7%
40-41	N	signals and lighting	\$568,200	19%

- 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:

None

Names, addresses and phone numbers of firms selected for the work above:

n/a

- 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:

None required

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

None required

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
None; DBE firms were solicited directly.		

- H. Any additional data to support a demonstration of good faith efforts:





### CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: CAT TRACKING INC. Phone: (951) 682-1494  
Address: 17 COMMERCIAL AVENUE Fax: (951) 682-1491  
RIVERSIDE, CA 92507  
Contact Person: ARTHUR GARRATT No. of years in business: 11

Is the firm currently certified as a DBE under 49 CFR Part 26?  YES  NO

Type of work/services/materials provided by firm? SIGNING & STRIPING

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

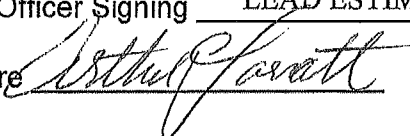
This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

**AFFIRMATIVE ACTION QUESTIONNAIRE  
ORDINANCE NUMBER 1451**

Paragraph B.1, Section 1.

1. All contractors and subcontractors shall submit for approval to the Affirmative Action Officer of the City and Federal Government, when necessary, prior to the award of a contract, a written Affirmative Action Program in which the contractor or subcontractor, as the case may be, agrees to meet the following minimum requirements:
  - a. The contractor or subcontractor shall recruit and hire a work force that reflects the ethnic composition of the resident population of the City. The most current census data shall be used as a guide in determining such required composition. In order to further the purpose of the project, the work force shall be recruited from the following areas in the order of their priority:
    1. The resident population of the official target areas of the City, as may be designated by the Affirmative Action Department or the Council;
    2. The resident population of the City as a whole; and
    3. No contractor or subcontractor shall be found to be in noncompliance solely on account of its goals within its timetable, but such contractors shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in Paragraph B, Subsection I, and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority and residential manpower utilization on all of its projects in the Costa Mesa community;
    4. The resident population of the unincorporated areas of the County contiguous to the City.
  - b. The contractor and all subcontractors shall be required to establish a plan for the hiring of minority workers. Such a plan shall include referral procedures for hiring programs, or any other comparable programs. The contractor or subcontractor pursuant to any such plan shall utilize any applicable Federal or locally subsidized program for the training and hiring of minority workers.
2. Upon acceptance of the respective Affirmative Action Programs by the Affirmative Action Officer of the City, such programs shall become a part of the contractor's and subcontractor's contracts as if fully set forth in its terms and conditions.

3. Compliance with the Affirmative Action Program Requirements shall be measured from the initial day of performance under the contract.

Title of Officer Signing LEAD ESTIMATOR  
Signature  Date 01/17/2024

**IMPORTANT:** This report must be completed by the prime contractor and each subcontractor. Complete all items unless otherwise instructed. If additional space is needed, use separate 8-1/2 x 11 blank sheets. **SUBMIT ORIGINAL OF THIS QUESTIONNAIRE TO: City Manager, City Manager's Office, P.O. Box 1200, Costa Mesa, California 92626.**

Part I CAT TRACKING INC Prime Contractor Gentry General Engineering, Inc  
Subcontractor

1. Name and address of reporting unit covered by this questionnaire.  
17 COMMERCIAL AVENUE, RIVERSIDE, CA 92507
2. Name and address of principal official or manager.  
PAM FOLLMER - YORBA LINDA, CA
3. Name and address of principal officer of the company.  
SAME AS ABOVE
4. Name and address of parent company if an affiliated corporation.  
N/A
5. Name and address of subcontractor(s). (Complete only if this is a subcontractor's report.)
6. Name and address of prime contractor. (Complete only if this is a subcontractor's report.)  
Gentry General Engineering, Inc - 320 W Tropica Rancho Rd, Colton, CA 92324
7.  LEAD ESTIMATOR  
Signature and Title of Authorized Representative
8. 01/17/2024  
Date

Part II

1. Attach a statement of your company's policy on equal employment opportunity to all persons without regard to race, creed, color, national origin, or ancestry and describe what specific steps have been taken to put this policy into effect.  
LOCAL #1184 - COVERED IN UNION CONTRACT
2. Have you informed company officials and representatives regarding the nondiscrimination provisions of City of Costa Mesa contracts? YES

3. Have you examined your company's practices regarding assignments, layoffs, or transfers of your employees from one job to another for evidence of practice or employment pattern that might appear to be discriminatory and based upon race, religion, or national origin? Are they nondiscriminatory? NO
4. Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? Yes - Safety Programs
- a) How many people participate in these programs? N/A
- b) How many are minorities? N/A
- c) Does your help wanted advertising state that you are an equal opportunity employer, male or female? NO ALL EMPLOYEE DISPATCHED THROUGH LOCAL #1184

5. Are any apprentices obtained from sources outside the employer's work force? YES If yes, have you circulated information about apprenticeship openings or opportunities to the following?

State Employment Office N/A

Newspapers or other media N/A

High schools, including those in minority group areas N/A

Local trade or vocational schools, including those with minority group students  
N/A

Agencies and/or organizations specializing in minority employment N/A

Federal or State apprenticeship representatives N/A

Name N/A

Other - Name LOCAL #1184 - PER UNION AGREEMENT

6. If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the nondiscrimination provisions of the City of Costa Mesa contracts? N/A
7. Have all recruitment sources been advised that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin? N/A
8. Identify (names and addresses) the employment agencies, personal recruitment organizations, newspaper advertising or other nonunion sources from which the company recruits its personnel.

N/A

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Part III

1. Have you a collective bargaining agreement with a labor union or other organization?  
YES
  
2. If yes, specify the union(s) or organization(s).  
LOCAL UNION #1184
  
3. Have you advised the labor union and/or worker organization of the company's responsibility under the nondiscrimination provisions of City contracts? YES
  
4. Approximately what percentage of your employees covered by union agreements are referred by or hired through the unions?  
95% OF ALL EMPLOYEES DISPATCHED THROUGH LOCAL 1184
  
5. Does the company's collective bargaining agreement or other contract or understanding with a labor union (or unions) or other worker organization include a nondiscrimination in employment provision? YES
  
6. Is there any labor union or worker organization policy which prevents you from fulfilling your obligations under the nondiscrimination provisions of City contracts? NO  
  
If so, specify N/A
  
7. Specify the trade(s) or craft(s) involved in this contract.  
REMOVALS, STRIPING & SIGNAGE

**CERTIFICATION WITH REGARD TO THE PERFORMANCE  
OF PREVIOUS CONTRACTS OR SUBCONTRACTS  
SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE  
AND THE FILING OF REQUIRED REPORTS**

The bidder Gentry General Engineering, Inc,  
proposed subcontractor CAT TRACKING INC.,  
hereby certifies that he has X, 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.



**DLA DBE CONFIRMATION**

DOT LAPM 9-I (NEW 01/2023)

FEDERAL PROJECT NUMBER  
CML-5312(104)

NAME OF DBE BUSINESS  
CAT TRACKING INC.

NAME OF DBE REPRESENTATIVE  
ARTHUR GARRATT

DBE CERTIFICATION NUMBER  
43242

NAME OF BIDDER  
Gentry General Engineering, Inc

NAME OF PRIME CONTRACTOR IF DIFFERENT FROM THE BIDDER  
same as above

NAME OF REPRESENTATIVE OF PRIME CONTRACTOR  
Brenton Gentry

DATE

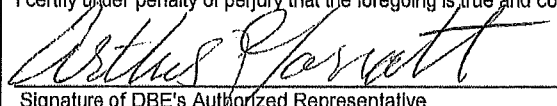
Bid Item Number	Item of work and description of services to be subcontracted or materials to be provided <sup>1</sup>	Amount (\$)
39	SIGNING AND STRIPING	\$111,850.00

<p><sup>1</sup> If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.</p>	<p><b>Total</b></p>	<p>\$111,850.00</p>
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DBE firms can use this form as a written confirmation or use an equivalent form. Written confirmation must be submitted no later than 4 pm on the 5<sup>th</sup> day of bid opening.

As an authorized representative of a certified disadvantaged business enterprise, I confirm if the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form.

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



Signature of DBE's Authorized Representative

ARTHUR GARRATT  
Printed Name of DBE's Authorized Representative

LEAD ESTIMATOR  
Title of DBE's Authorized Representative

12/21/2023  
Date



### CITY OF COSTA MESA BIDDERS LIST

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If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: KATO LANDSCAPE, INC. Phone: 714-963-4615

Address: 18182 BUSHARD STREET Fax: 714-963-6424

FOUNTAIN VALLEY, CA 92708

Contact Person: VAN HOANG No. of years in business: 30+

Is the firm currently certified as a DBE under 49 CFR Part 26?  YES  NO

Type of work/services/materials provided by firm? LANDSCAPE/IRRIGATION INSTALL

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

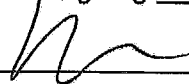
This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

**AFFIRMATIVE ACTION QUESTIONNAIRE  
ORDINANCE NUMBER 1451**

Paragraph B.1, Section 1.


1. All contractors and subcontractors shall submit for approval to the Affirmative Action Officer of the City and Federal Government, when necessary, prior to the award of a contract, a written Affirmative Action Program in which the contractor or subcontractor, as the case may be, agrees to meet the following minimum requirements:
  - a. The contractor or subcontractor shall recruit and hire a work force that reflects the ethnic composition of the resident population of the City. The most current census data shall be used as a guide in determining such required composition. In order to further the purpose of the project, the work force shall be recruited from the following areas in the order of their priority:
    1. The resident population of the official target areas of the City, as may be designated by the Affirmative Action Department or the Council;
    2. The resident population of the City as a whole; and
    3. No contractor or subcontractor shall be found to be in noncompliance solely on account of its goals within its timetable, but such contractors shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in Paragraph B, Subsection I, and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority and residential manpower utilization on all of its projects in the Costa Mesa community;
    4. The resident population of the unincorporated areas of the County contiguous to the City.
  - b. The contractor and all subcontractors shall be required to establish a plan for the hiring of minority workers. Such a plan shall include referral procedures for hiring programs, or any other comparable programs. The contractor or subcontractor pursuant to any such plan shall utilize any applicable Federal or locally subsidized program for the training and hiring of minority workers.
2. Upon acceptance of the respective Affirmative Action Programs by the Affirmative Action Officer of the City, such programs shall become a part of the contractor's and subcontractor's contracts as if fully set forth in its terms and conditions.

3. Compliance with the Affirmative Action Program Requirements shall be measured from the initial day of performance under the contract.

Title of Officer Signing PRESIDENT  
Signature  Date 01/16/2024

**IMPORTANT:** This report must be completed by the prime contractor and each subcontractor. Complete all items unless otherwise instructed. If additional space is needed, use separate 8-1/2 x 11 blank sheets. **SUBMIT ORIGINAL OF THIS QUESTIONNAIRE TO: City Manager, City Manager's Office, P.O. Box 1200, Costa Mesa, California 92626.**

Part I KATO LANDSCAPE Prime Contractor Gentry General Engineering, Inc  
Subcontractor

1. Name and address of reporting unit covered by this questionnaire.  
18182 BUSHARD STREET, FOUNTAIN VALLEY, CA 92708
2. Name and address of principal official or manager.  
RANDAL KATO 20259 ESTUARY LN, NEWPORT BEACH, CA 92660
3. Name and address of principal officer of the company.  
RANDAL KATO 20259 ESTUARY LN, NEWPORT BEACH, CA 92660
4. Name and address of parent company if an affiliated corporation.  
NONE
5. Name and address of subcontractor(s). (Complete only if this is a subcontractor's report.)
6. Name and address of prime contractor. (Complete only if this is a subcontractor's report.)  
GENTRY GENERAL 320 W. TROPICA RANCHO RD, COLTON, CA 92324
7.  /PRESIDENT  
Signature and Title of Authorized Representative
8. 01/16/2024  
Date

Part II

1. Attach a statement of your company's policy on equal employment opportunity to all persons without regard to race, creed, color, national origin, or ancestry and describe what specific steps have been taken to put this policy into effect.
2. Have you informed company officials and representatives regarding the nondiscrimination provisions of City of Costa Mesa contracts? YES

3. Have you examined your company's practices regarding assignments, layoffs, or transfers of your employees from one job to another for evidence of practice or employment pattern that might appear to be discriminatory and based upon race, religion, or national origin? Are they nondiscriminatory? YES
4. Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? Yes - Safety Programs
- a) How many people participate in these programs? 25
- b) How many are minorities? 25
- c) Does your help wanted advertising state that you are an equal opportunity employer, male or female? YES
5. Are any apprentices obtained from sources outside the employer's work force? NO If yes, have you circulated information about apprenticeship openings or opportunities to the following?

State Employment Office \_\_\_\_\_

Newspapers or other media \_\_\_\_\_

High schools, including those in minority group areas \_\_\_\_\_

Local trade or vocational schools, including those with minority group students  
\_\_\_\_\_

Agencies and/or organizations specializing in minority employment \_\_\_\_\_

Federal or State apprenticeship representatives \_\_\_\_\_

Name \_\_\_\_\_

Other - Name \_\_\_\_\_

6. If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the nondiscrimination provisions of the City of Costa Mesa contracts? \_\_\_\_\_
7. Have all recruitment sources been advised that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin? YES
8. Identify (names and addresses) the employment agencies, personal recruitment organizations, newspaper advertising or other nonunion sources from which the company recruits its personnel.

ALL EMPLOYEES ARE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Part III

1. Have you a collective bargaining agreement with a labor union or other organization?  
YES
2. If yes, specify the union(s) or organization(s).  
LABORERS, PIPEFITTERS, LANDSCAPE OPERATING ENGINEERS
3. Have you advised the labor union and/or worker organization of the company's responsibility under the nondiscrimination provisions of City contracts? YES
4. Approximately what percentage of your employees covered by union agreements are referred by or hired through the unions?  
100%
5. Does the company's collective bargaining agreement or other contract or understanding with a labor union (or unions) or other worker organization include a nondiscrimination in employment provision? YES
6. Is there any labor union or worker organization policy which prevents you from fulfilling your obligations under the nondiscrimination provisions of City contracts? NO  
  
If so, specify \_\_\_\_\_  
\_\_\_\_\_
7. Specify the trade(s) or craft(s) involved in this contract.  
LABORERS, PIPEFITTERS, LANDSCAPE OPERATING ENGINEERS



**CERTIFICATION WITH REGARD TO THE PERFORMANCE  
OF PREVIOUS CONTRACTS OR SUBCONTRACTS  
SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE  
AND THE FILING OF REQUIRED REPORTS**

The bidder Gentry General Engineering, Inc,  
proposed subcontractor Kato Landscape, Inc.,  
hereby certifies that he has X, 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.



### CITY OF COSTA MESA BIDDERS LIST

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Firm Name: ONYX PAVING COMPANY, INC. Phone: (714) 632-6699

Address: 2890 E. LA CRESTA AVENUE Fax: \_\_\_\_\_

ANAHEIM, CA 92806

Contact Person: JAY KIRSCHNER No. of years in business: 23

Is the firm currently certified as a DBE under 49 CFR Part 26?  YES  NO

Type of work/services/materials provided by firm? ASPHALT PAVING, CONCRETE WORK

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

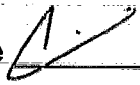
**AFFIRMATIVE ACTION QUESTIONNAIRE  
ORDINANCE NUMBER 1451**

Paragraph B.1, Section 1.

1. All contractors and subcontractors shall submit for approval to the Affirmative Action Officer of the City and Federal Government, when necessary, prior to the award of a contract, a written Affirmative Action Program in which the contractor or subcontractor, as the case may be, agrees to meet the following minimum requirements:
  - a. The contractor or subcontractor shall recruit and hire a work force that reflects the ethnic composition of the resident population of the City. The most current census data shall be used as a guide in determining such required composition. In order to further the purpose of the project, the work force shall be recruited from the following areas in the order of their priority:
    1. The resident population of the official target areas of the City, as may be designated by the Affirmative Action Department or the Council;
    2. The resident population of the City as a whole; and
    3. No contractor or subcontractor shall be found to be in noncompliance solely on account of its goals within its timetable, but such contractors shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in Paragraph B, Subsection I, and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority and residential manpower utilization on all of its projects in the Costa Mesa community;
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  - b. The contractor and all subcontractors shall be required to establish a plan for the hiring of minority workers. Such a plan shall include referral procedures for hiring programs, or any other comparable programs. The contractor or subcontractor pursuant to any such plan shall utilize any applicable Federal or locally subsidized program for the training and hiring of minority workers.
2. Upon acceptance of the respective Affirmative Action Programs by the Affirmative Action Officer of the City, such programs shall become a part of the contractor's and subcontractor's contracts as if fully set forth in its terms and conditions.

3. Compliance with the Affirmative Action Program Requirements shall be measured from the initial day of performance under the contract.


Title of Officer Signing COREY KIRSCHNER - PRESIDENT

Signature 

Date 1/16/2024

**IMPORTANT:** This report must be completed by the prime contractor and each subcontractor. Complete all items unless otherwise instructed. If additional space is needed, use separate 8-1/2 x 11 blank sheets. **SUBMIT ORIGINAL OF THIS QUESTIONNAIRE TO: City Manager, City Manager's Office, P.O. Box 1200, Costa Mesa, California 92626.**

Part I ONYX PAVING COMPANY, INC. Prime Contractor GENTRY GENERAL ENGINEERING  
Subcontractor

1. Name and address of reporting unit covered by this questionnaire.  
DAVID WILTFONG 2890 E. LA CRESTA AVENUE, ANAHEIM, CA 92806
2. Name and address of principal official or manager.  
COREY KIRSCHNER - PRESIDENT 2890 E. LA CRESTA AVENUE, ANAHEIM, CA 92806
3. Name and address of principal officer of the company.  
COREY KIRSCHNER - PRESIDENT 2890 E. LA CRESTA AVENUE, ANAHEIM, CA 92806
4. Name and address of parent company if an affiliated corporation.  
N/A
5. Name and address of subcontractor(s). (Complete only if this is a subcontractor's report.)  
N/A
6. Name and address of prime contractor. (Complete only if this is a subcontractor's report.)  
GENTRY GENERAL ENGINEERING 320 W. TROPICA RANCHO RD., COLTON, CA 92324
7.  COREY KIRSCHNER - PRESIDENT  
Signature and Title of Authorized Representative
8. 1/16/2024  
Date

Part II

1. Attach a statement of your company's policy on equal employment opportunity to all persons without regard to race, creed, color, national origin, or ancestry and describe what specific steps have been taken to put this policy into effect.
2. Have you informed company officials and representatives regarding the nondiscrimination provisions of City of Costa Mesa contracts? YES

3. Have you examined your company's practices regarding assignments, layoffs, or transfers of your employees from one job to another for evidence of practice or employment pattern that might appear to be discriminatory and based upon race, religion, or national origin? Are they nondiscriminatory? NO

4. Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? Yes - Safety Programs

a) How many people participate in these programs? \_\_\_\_\_

b) How many are minorities? \_\_\_\_\_

c) Does your help wanted advertising state that you are an equal opportunity employer, male or female? YES

5. Are any apprentices obtained from sources outside the employer's work force? YES If yes, have you circulated information about apprenticeship openings or opportunities to the following?

State Employment Office NO

Newspapers or other media NO

High schools, including those in minority group areas NO

Local trade or vocational schools, including those with minority group students  
YES

Agencies and/or organizations specializing in minority employment NO

Federal or State apprenticeship representatives NO

Name N/A

Other - Name N/A

6. If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the nondiscrimination provisions of the City of Costa Mesa contracts? N/A

7. Have all recruitment sources been advised that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin? N/A

8. Identify (names and addresses) the employment agencies, personal recruitment organizations, newspaper advertising or other nonunion sources from which the company recruits its personnel.

SOUTHERN CALIFORNIA CONSTRUCTION LABORERS

CEMENT MASIONS UNION

OPERATOR ENGINEERS UNION

Part III

1. Have you a collective bargaining agreement with a labor union or other organization?  
YES
2. If yes, specify the union(s) or organization(s).  
SOUTHERN CALIFORNIA CONSTRUCTION LABORERS, CEMENT MASONS, OPERATORS UNION
3. Have you advised the labor union and/or worker organization of the company's responsibility under the nondiscrimination provisions of City contracts? NO
4. Approximately what percentage of your employees covered by union agreements are referred by or hired through the unions?  
50%
5. Does the company's collective bargaining agreement or other contract or understanding with a labor union (or unions) or other worker organization include a nondiscrimination in employment provision? YES
6. Is there any labor union or worker organization policy which prevents you from fulfilling your obligations under the nondiscrimination provisions of City contracts? NO  
  
If so, specify N/A
7. Specify the trade(s) or craft(s) involved in this contract.  
LABORERS, CEMENT MASONS, AND EQUIPMENT OPERATORS



**CERTIFICATION WITH REGARD TO THE PERFORMANCE  
OF PREVIOUS CONTRACTS OR SUBCONTRACTS  
SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE  
AND THE FILING OF REQUIRED REPORTS**

The bidder GENTRY GENERAL ENGINEERING,  
proposed subcontractor ONYX PAVING COMPANY, INC.,  
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.

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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.)

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Orders or their implementing regulations.

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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.

# NOTICE

TO: Employees, Applicants for Employment, and Potential Employees

From: ONYX PAVING COMPANY, INC.  
(Firm Name)

Subject: Project No 23-11 ADAMS AVE. & PINECREEK DR. INTERSECTION PROJECT  
Equal Opportunity Policy

It is the operating policy of this company to afford all persons equal employment opportunity without regard to their race, religion, sex, national origin, age, or disability. The following is our company policy:

It is the policy of this company to assure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion (including reasonably accommodating an employee's religious practices where the accommodation does not impose undue hardship), sex (including pregnancy and sexual harassment), age, disability, or national origin. Such action shall include: employment, promotion, 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.

We also encourage the use of available training programs and will be happy to advise upon what programs are available, the entrance requirements for each, as well as assisting in applying for or entering such programs. Any supervisor will be happy to discuss the training program with you.

All present employees are requested also to encourage minorities and women to make application for employment with this company or to apply for training under available programs.

COREY KIRSCHER  
(Name/Company Chief Officer)

PRESIDENT  
(Title)

Any complaint of alleged discrimination by this company, its supervisors or employees, or any person or organization acting on behalf of the company should immediately be called to the attention of:

Company EEO Officer

Project EEO Representative:

DAVID WILTFONG  
(Name)

or

JUSTIN KIRSCHNER  
(Name)

2890 E. LA CRESTA AVENUE, ANAHEIM, CA 92806  
(Address)

2890 E. LA CRESTA AVENUE, ANAHEIM, CA 92806  
(Address)

(714) 632-6699  
(Phone Number)

or

(714) 632-6699  
(Phone number)

(Please print/type in bold, black block letters)

### CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

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Firm Name: Pavement Recycling Systems, Inc. Phone: 951-682-1091

Address: 10240 San Sevaine Way Fax: 951-682-1094

Jurupa Valley, CA 91752

Contact Person: Taylor Atkins No. of years in business: 35

Is the firm currently certified as a DBE under 49 CFR Part 26?  YES  NO

Type of work/services/materials provided by firm? Highway, Street, and Bridge Construction

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).


**AFFIRMATIVE ACTION QUESTIONNAIRE  
ORDINANCE NUMBER 1451**

Paragraph B.1, Section 1.

1. All contractors and subcontractors shall submit for approval to the Affirmative Action Officer of the City and Federal Government, when necessary, prior to the award of a contract, a written Affirmative Action Program in which the contractor or subcontractor, as the case may be, agrees to meet the following minimum requirements:
  - a. The contractor or subcontractor shall recruit and hire a work force that reflects the ethnic composition of the resident population of the City. The most current census data shall be used as a guide in determining such required composition. In order to further the purpose of the project, the work force shall be recruited from the following areas in the order of their priority:
    1. The resident population of the official target areas of the City, as may be designated by the Affirmative Action Department or the Council;
    2. The resident population of the City as a whole; and
    3. No contractor or subcontractor shall be found to be in noncompliance solely on account of its goals within its timetable, but such contractors shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in Paragraph B, Subsection I, and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority and residential manpower utilization on all of its projects in the Costa Mesa community;
    4. The resident population of the unincorporated areas of the County contiguous to the City.
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2. Upon acceptance of the respective Affirmative Action Programs by the Affirmative Action Officer of the City, such programs shall become a part of the contractor's and subcontractor's contracts as if fully set forth in its terms and conditions.

3. Compliance with the Affirmative Action Program Requirements shall be measured from the initial day of performance under the contract.

Title of Officer Signing Chief Operations Officer

Signature   
Kurt Eddy (Jan 18, 2024 08:32 PST)

Date 01/18/2024

Kurt Eddy

**IMPORTANT:** This report must be completed by the prime contractor and each subcontractor. Complete all items unless otherwise instructed. If additional space is needed, use separate 8-1/2 x 11 blank sheets. **SUBMIT ORIGINAL OF THIS QUESTIONNAIRE TO: City Manager, City Manager's Office, P.O. Box 1200, Costa Mesa, California 92626.**

Pavement Recycling Systems, Inc.  
Part I \_\_\_\_\_ Prime Contractor Gentry General  
Subcontractor \_\_\_\_\_

1. Name and address of reporting unit covered by this questionnaire.  
Pavement Recycling Systems, Inc. - 10240 San Sevaine Way, Jurupa Valley, CA 91752
2. Name and address of principal official or manager.  
Kurt Eddy - 10240 San Sevaine Way, Jurupa Valley, CA 91752
3. Name and address of principal officer of the company.  
Kurt Eddy - 10240 San Sevaine Way, Jurupa Valley, CA 91752
4. Name and address of parent company if an affiliated corporation.  
N/A
5. Name and address of subcontractor(s). (Complete only if this is a subcontractor's report.)  
N/A
6. Name and address of prime contractor. (Complete only if this is a subcontractor's report.)  
Gentry General - 320 W. Tropica Rancho Rd., Colton, CA 92324
7. Amanda Lamb Contract Administrator Assistant  
Signature and Title of Authorized Representative
8. 01/18/2024  
Date

Part II

1. Attach a statement of your company's policy on equal employment opportunity to all persons without regard to race, creed, color, national origin, or ancestry and describe what specific steps have been taken to put this policy into effect.
2. Have you informed company officials and representatives regarding the nondiscrimination provisions of City of Costa Mesa contracts? Yes

3. Have you examined your company's practices regarding assignments, layoffs, or transfers of your employees from one job to another for evidence of practice or employment pattern that might appear to be discriminatory and based upon race, religion, or national origin? Are they nondiscriminatory? Yes
4. Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? Yes - Safety Programs, Knowledge Base Training
- a) How many people participate in these programs? 218
- b) How many are minorities? 77
- c) Does your help wanted advertising state that you are an equal opportunity employer, male or female? Yes
5. Are any apprentices obtained from sources outside the employer's work force? No If yes, have you circulated information about apprenticeship openings or opportunities to the following?

State Employment Office N/A

Newspapers or other media N/A

High schools, including those in minority group areas N/A

Local trade or vocational schools, including those with minority group students  
N/A

Agencies and/or organizations specializing in minority employment N/A

Federal or State apprenticeship representatives N/A

Name N/A

Other - Name N/A

6. If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the nondiscrimination provisions of the City of Costa Mesa contracts? N/A
7. Have all recruitment sources been advised that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin? Yes
8. Identify (names and addresses) the employment agencies, personal recruitment organizations, newspaper advertising or other nonunion sources from which the company recruits its personnel.

Indeed

ZipRecruiter

LinkedIn

Part III

1. Have you a collective bargaining agreement with a labor union or other organization?  
Yes
2. If yes, specify the union(s) or organization(s).  
Laborers' Union Local 1184, International Union of Operating & Engineers Local 12, Operating Engineers Local 3
3. Have you advised the labor union and/or worker organization of the company's responsibility under the nondiscrimination provisions of City contracts? Yes
4. Approximately what percentage of your employees covered by union agreements are referred by or hired through the unions?  
100%
5. Does the company's collective bargaining agreement or other contract or understanding with a labor union (or unions) or other worker organization include a nondiscrimination in employment provision? Yes
6. Is there any labor union or worker organization policy which prevents you from fulfilling your obligations under the nondiscrimination provisions of City contracts? No  
  
If so, specify N/A
7. Specify the trade(s) or craft(s) involved in this contract.  
Laborers and Operating Engineers








# Affirmative Action Questionnaire for Contract Award

Final Audit Report

2024-01-18

Created:	2024-01-18
By:	Amanda Lamb (alamb@pavementrecycling.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoFPW6ow-FNVXV7qOuefq6Y51PYSYA1gO

## "Affirmative Action Questionnaire for Contract Award" History

-  Document created by Amanda Lamb (alamb@pavementrecycling.com)  
2024-01-18 - 4:24:11 PM GMT
-  Document emailed to Kurt Eddy (kurteddy@pavementrecycling.com) for signature  
2024-01-18 - 4:24:31 PM GMT
-  Email viewed by Kurt Eddy (kurteddy@pavementrecycling.com)  
2024-01-18 - 4:29:17 PM GMT
-  Document e-signed by Kurt Eddy (kurteddy@pavementrecycling.com)  
Signature Date: 2024-01-18 - 4:32:54 PM GMT - Time Source: server
-  Agreement completed.  
2024-01-18 - 4:32:54 PM GMT

**CERTIFICATION WITH REGARD TO THE PERFORMANCE  
OF PREVIOUS CONTRACTS OR SUBCONTRACTS  
SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE  
AND THE FILING OF REQUIRED REPORTS**

The bidder Gentry General Engineering, Inc,  
proposed subcontractor Pavement Recycling Systems, Inc.,  
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.

# NOTICE

TO: Employees, Applicants for Employment, and Potential Employees

From: Pavement Recycling Systems, Inc.  
(Firm Name)

Subject: Project No TBD  
Equal Opportunity Policy

It is the operating policy of this company to afford all persons equal employment opportunity without regard to their race, religion, sex, national origin, age, or disability. The following is our company policy:

It is the policy of this company to assure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion (including reasonably accommodating an employee's religious practices where the accommodation does not impose undue hardship), sex (including pregnancy and sexual harassment), age, disability, or national origin. Such action shall include: employment, promotion, 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.

We also encourage the use of available training programs and will be happy to advise upon what programs are available, the entrance requirements for each, as well as assisting in applying for or entering such programs. Any supervisor will be happy to discuss the training program with you.

All present employees are requested also to encourage minorities and women to make application for employment with this company or to apply for training under available programs.

Kurt Eddy Chief Operations Officer  
(Name/Company Chief Officer) (Title)

Any complaint of alleged discrimination by this company, its supervisors or employees, or any person or organization acting on behalf of the company should immediately be called to the attention of:

Company EEO Officer

Project EEO Representative:

Nikki Reyes  
(Name)

or

Nikki Reyes  
(Name)

10240 San Sevaine Way, Jurupa Valley, CA 91752  
(Address)

10240 San Sevaine Way, Jurupa Valley, CA 91752  
(Address)

951-682-1091  
(Phone Number)

or

951-682-1091  
(Phone number)

(Please print/type in bold, black block letters)

## Equal Employment Opportunity Policy

PRS Holdings, Inc., and all subsidiaries (herein referred to as the "Company") is an equal opportunity employer and makes employment decisions on the basis of merit, qualifications, abilities, and business needs. The Company does not unlawfully discriminate in employment opportunities or practices on the basis of race, color, religion, creed, religious dress or grooming practices, gender, sex, gender identity, gender expression, sexual orientation, marital/domestic partner status, national origin, citizenship, ancestry (including language use and protected use of driver's licenses granted under the California Vehicle Code), age, mental or physical disability, pregnancy, childbirth, breastfeeding (including related medical conditions to pregnancy, childbirth or breastfeeding), military or veteran status, medical condition, including cancer and genetic information or characteristics (or those of a family member), status as a victim of domestic violence, sexual assault, stalking, use of any legally protected leave, or any other characteristics protected under Federal or State law or local ordinance. This policy governs all aspects of employment at the Company, including but not limited to hiring, assignments, training, promotions, compensation, employee benefits, employee discipline and discharge. The Company also prohibits discrimination based on the perception that anyone has any of the aforementioned characteristics or is associated with a person who has or is perceived as having any of those characteristics. This commitment applies to all persons involved in the operations of the Company and prohibits unlawful discrimination by any employee of the Company, including supervisors and coworkers. The Company will not discriminate against or allow harassment of any employee, applicant, unpaid intern, or volunteer for associating with individuals in a protected category or because the employee sympathizes with, encourages, or participates in groups organized for the protection or assertion of rights related to a protected category. In addition, the Company prohibits the harassment of any individual on any of the basis listed above.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitation of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result, and would enable the individual to apply for, or perform the essential functions of, the position in question. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

The Company will also endeavor to reasonably accommodate the religious beliefs of our employees to the extent such accommodation does not pose an undue hardship on the operation of its business. If an employee believes he/she needs an accommodation to perform the job duties because of a religious belief, the employee should submit a written request to Human Resources.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their supervisor and Human Resources. Employees can raise concerns and make reports without fear of reprisal. The Company's anti-retaliation policy also prohibits retaliation against any individual who requests an accommodation for his or her disability or religious belief, regardless of whether the accommodation was granted. It is the obligation of every employee to comply with this policy. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

The Company will take appropriate corrective action up to and including formal discipline against any employee when an investigation has found that misconduct has occurred. Employees and applicants may file formal complaints with the appropriate agency listed below. Individuals who wish to pursue filing with these agencies should contact them directly to obtain further information about their processes and time limits.

# **PRS**Holdings

Sharing Our Success

100% Employee Owned

## **U.S. Equal Employment Opportunity Commission**

450 Golden Gate Avenue 5 West

P.O Box 36025

San Francisco, CA 94102-3661

1-800-669-4000 or 510-735-8909 (Deaf/hard-of-hearing callers only)

<http://www.eeoc.gov/employees>

## **California Department of Fair Employment and Housing**

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711

[contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)

<https://www.dfeh.ca.gov>

## **Nevada Equal Rights Commission**

<http://www.nvdetr.org>

Southern Office

1820 East Sahara Avenue, Suite 314

Las Vegas, Nevada 89104

(702) 486-7161

Northern Office

1674 East Prater Way, Suite 103

Sparks, Nevada 89434

(775) 688-1292

### CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: Tesoro Contractors Inc. Phone: 323-513-6641

Address: 9600 Kauffman Ave, South Gate, CA 90280 Fax: \_\_\_\_\_

Contact Person: Luis Barajas No. of years in business: <1

Is the firm currently certified as a DBE under 49 CFR Part 26?  YES  NO

Type of work/services/materials provided by firm? Crack Sealing / Traffic Loop Detectors

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

**AFFIRMATIVE ACTION QUESTIONNAIRE  
ORDINANCE NUMBER 1451**

Paragraph B.1, Section 1.

1. All contractors and subcontractors shall submit for approval to the Affirmative Action Officer of the City and Federal Government, when necessary, prior to the award of a contract, a written Affirmative Action Program in which the contractor or subcontractor, as the case may be, agrees to meet the following minimum requirements:
  - a. The contractor or subcontractor shall recruit and hire a work force that reflects the ethnic composition of the resident population of the City. The most current census data shall be used as a guide in determining such required composition. In order to further the purpose of the project, the work force shall be recruited from the following areas in the order of their priority:
    1. The resident population of the official target areas of the City, as may be designated by the Affirmative Action Department or the Council;
    2. The resident population of the City as a whole; and
    3. No contractor or subcontractor shall be found to be in noncompliance solely on account of its goals within its timetable, but such contractors shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in Paragraph B, Subsection I, and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority and residential manpower utilization on all of its projects in the Costa Mesa community;
    4. The resident population of the unincorporated areas of the County contiguous to the City.
  - b. The contractor and all subcontractors shall be required to establish a plan for the hiring of minority workers. Such a plan shall include referral procedures for hiring programs, or any other comparable programs. The contractor or subcontractor pursuant to any such plan shall utilize any applicable Federal or locally subsidized program for the training and hiring of minority workers.
2. Upon acceptance of the respective Affirmative Action Programs by the Affirmative Action Officer of the City, such programs shall become a part of the contractor's and subcontractor's contracts as if fully set forth in its terms and conditions.

3. Compliance with the Affirmative Action Program Requirements shall be measured from the initial day of performance under the contract.

Title of Officer Signing Luis Barajas

Signature Luis Barajas Digitally signed by Luis Barajas  
DN: cn=Luis Barajas, o=City of Costa Mesa, ou=City of Costa Mesa, email=lbarajas@costamesa.gov Date 1/16/2024

**IMPORTANT:** This report must be completed by the prime contractor and each subcontractor. Complete all items unless otherwise instructed. If additional space is needed, use separate 8-1/2 x 11 blank sheets. **SUBMIT ORIGINAL OF THIS QUESTIONNAIRE TO: City Manager, City Manager's Office, P.O. Box 1200, Costa Mesa, California 92626.**



Tesoro  
Part I Contractors Inc. Prime Contractor Gentry General Engineering  
Subcontractor

1. Name and address of reporting unit covered by this questionnaire.  
Tesoro Contractors Inc. ; 9600 Kauffman Ave, South Gate, CA 90280
2. Name and address of principal official or manager.  
Luis Barajas ; 9600 Kauffman Ave, South Gate, CA 90280
3. Name and address of principal officer of the company.  
Luis Barajas ; 9600 Kauffman Ave, South Gate, CA 90280
4. Name and address of parent company if an affiliated corporation.  
N/A
5. Name and address of subcontractor(s). (Complete only if this is a subcontractor's report.)
6. Name and address of prime contractor. (Complete only if this is a subcontractor's report.)  
Gentry General Engineering ; 9277 Archibald Ave., Rancho Cucamonga, CA 91730
7. Luis Barajas Digitally signed by Luis Barajas  
DN: cn=US, email=tesoro@tesoro.com, o=Tesoro Contractors Inc, cn=Luis Barajas, CEO  
Signature and Title of Authorized Representative
8. 1/16/2024  
Date

Part II

1. Attach a statement of your company's policy on equal employment opportunity to all persons without regard to race, creed, color, national origin, or ancestry and describe what specific steps have been taken to put this policy into effect.
2. Have you informed company officials and representatives regarding the nondiscrimination provisions of City of Costa Mesa contracts? yes

3. Have you examined your company's practices regarding assignments, layoffs, or transfers of your employees from one job to another for evidence of practice or employment pattern that might appear to be discriminatory and based upon race, religion, or national origin? Are they nondiscriminatory? yes
4. Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? Yes - Safety Programs
- a) How many people participate in these programs? 4
- b) How many are minorities? 4
- c) Does your help wanted advertising state that you are an equal opportunity employer, male or female? yes
5. Are any apprentices obtained from sources outside the employer's work force? no If yes, have you circulated information about apprenticeship openings or opportunities to the following?

State Employment Office n/a

Newspapers or other media n/a

High schools, including those in minority group areas n/a

Local trade or vocational schools, including those with minority group students  
n/a

Agencies and/or organizations specializing in minority employment n/a

Federal or State apprenticeship representatives n/a

Name \_\_\_\_\_

Other - Name \_\_\_\_\_

6. If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the nondiscrimination provisions of the City of Costa Mesa contracts? n/a
7. Have all recruitment sources been advised that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin? yes
8. Identify (names and addresses) the employment agencies, personal recruitment organizations, newspaper advertising or other nonunion sources from which the company recruits its personnel.

Staffing Solutions ; 2122 W Whittier Blvd, Montebello, CA 90640

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Part III

1. Have you a collective bargaining agreement with a labor union or other organization?  
yes
  
2. If yes, specify the union(s) or organization(s).  
Laborers International Union in North America ; International Brotherhood of Electrical Workers
  
3. Have you advised the labor union and/or worker organization of the company's responsibility under the nondiscrimination provisions of City contracts? yes
  
4. Approximately what percentage of your employees covered by union agreements are referred by or hired through the unions?  
100 %
  
5. Does the company's collective bargaining agreement or other contract or understanding with a labor union (or unions) or other worker organization include a nondiscrimination in employment provision? yes
  
6. Is there any labor union or worker organization policy which prevents you from fulfilling your obligations under the nondiscrimination provisions of City contracts? no  
  
If so, specify \_\_\_\_\_  
\_\_\_\_\_
  
7. Specify the trade(s) or craft(s) involved in this contract.  
General labor, Asphalt Crack Sealing  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION WITH REGARD TO THE PERFORMANCE  
OF PREVIOUS CONTRACTS OR SUBCONTRACTS  
SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE  
AND THE FILING OF REQUIRED REPORTS**

The bidder Gentry General Engineering,  
proposed subcontractor Tesoro Contractors Inc,  
hereby certifies that he has X, 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.



# NOTICE

TO: Employees, Applicants for Employment, and Potential Employees

From: Tesoro Contractors Inc  
(Firm Name)

Subject: Project No CITY NO. 23-11, FEDERAL PROJECT NO. CML-5312(104)  
Equal Opportunity Policy

It is the operating policy of this company to afford all persons equal employment opportunity without regard to their race, religion, sex, national origin, age, or disability. The following is our company policy:

It is the policy of this company to assure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion (including reasonably accommodating an employee's religious practices where the accommodation does not impose undue hardship), sex (including pregnancy and sexual harassment), age, disability, or national origin. Such action shall include: employment, promotion, 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.

We also encourage the use of available training programs and will be happy to advise upon what programs are available, the entrance requirements for each, as well as assisting in applying for or entering such programs. Any supervisor will be happy to discuss the training program with you.

All present employees are requested also to encourage minorities and women to make application for employment with this company or to apply for training under available programs.

Luis Barajas CEO  
(Name/Company Chief Officer) (Title)

Any complaint of alleged discrimination by this company, its supervisors or employees, or any person or organization acting on behalf of the company should immediately be called to the attention of:

Company EEO Officer		Project EEO Representative:
<u>Luis Barajas</u>	or	_____
(Name)		(Name)
<u>9600 Kauffman Ave, South Gate, CA 90280</u>		_____
(Address)		(Address)
<u>323-513-6641</u>	or	_____
(Phone Number)		(Phone number)

(Please print/type in bold, black block letters)

# TESORO

CONTRACTORS INC.

## **Equal Employment Opportunity**

Tesoro Contractors Inc. complies with all federal, state, and local equal employment opportunity laws. In all hiring and employment practices, employers make every effort to ensure that it doesn't discriminate against employees and applicants. This policy addresses Tesoro Contractors Inc.'s commitment to providing equal opportunity employment for all employees and applicants and to promoting diversity in the workplace.

## **GENERAL NONDISCRIMINATION PLEDGE**

Tesoro Contractors Inc. complies with all laws prohibiting discrimination against employees and applicants based on race, color, religion, sex, sexual orientation, gender identity, gender expression, age, national origin, citizenship status, disability, genetic information, or veterans' status. Tesoro Contractors Inc. complies with all federal government contracting laws and is committed to providing equal employment opportunities for qualified employees and applicants, such as women, minorities, persons with disabilities, and certain groups of veterans. For more information, see Tesoro Contractors Inc.'s affirmative action policy.

Equal opportunity extends to all aspects of the employment relationship, including hiring, promotions, training, working conditions, compensation, and benefits. Tesoro Contractors Inc. won't discharge or otherwise discriminate against employees and applicants for asking about, discussing, or disclosing their compensation or other employees' and applicants' compensation. Employees who have access to other employees' and applicants' compensation information (as part of their essential job functions) can't disclose this information to anyone who doesn't otherwise have such access unless their disclosure is in response to formal complaints or charges; in furtherance of investigations (including investigations by Tesoro Contractors Inc.), proceedings, hearings, or lawsuits; or consistent with Tesoro Contractors Inc.'s legal duty to provide information.

Tesoro Contractors Inc.'s policies and practices are to reflect Tesoro Contractors Inc.'s commitment to nondiscrimination in all areas of employment, including contracting opportunities for vendors and suppliers.

## **PROMOTING DIVERSITY**

Tesoro Contractors Inc. values and promotes diversity in its workplace. *Diversity* refers to human differences that exist in the workplace, including those based on culture, ethnicity, gender, and age. Tesoro Contractors Inc. believes that promoting diversity plays an important role in attracting the widest pool of qualified applicants, fostering greater innovation and creativity, and enhancing our communication and relationships with customers and the community.

Tesoro Contractors Inc. is committed to enhancing our diversity and demonstrating that commitment to our employees, customers, and community. Tesoro Contractors Inc. promotes diversity by developing policies, programs, and procedures that foster a work environment in which differences are respected and all employees are treated fairly. Tesoro Contractors Inc. complies with federal affirmative action guidelines in all employment opportunities for qualified employees and applicants, such as women, minorities, persons with disabilities, and certain groups of veterans. For more information, see Tesoro Contractors Inc.'s affirmative action policy.

## **ANTI-HARASSMENT**

Tesoro Contractors Inc. strives to keep its workplace free from all forms of harassment. Some examples of conduct that can be considered harassment include ethnic slurs, racist jokes, pornographic emails, unwelcome touching, displaying offensive pictures, or any other verbal or physical conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

Tesoro Contractors Inc. considers harassment in all forms to be a serious offense that violates Tesoro Contractors Inc.'s EEO policy. Tesoro Contractors Inc. also prohibits harassment against anyone involved in reporting EEO violations or in investigations of EEO complaints. For more information, see Tesoro Contractors Inc.'s harassment and sexual harassment policies. Under Tesoro Contractors Inc.'s affirmative action policy, employees and applicants are protected against harassment based on disability or certain veterans' status. For more information, see Tesoro Contractors Inc.'s affirmative action policy.

### **COMPLAINT PROCEDURES**

If employees or applicants believe that they have faced discrimination or if employees or applicants are aware of any actual or suspected workplace conduct that could be regarded as discriminatory, they should report such conduct immediately to Luis Barajas in one of several ways, such as:

- emailing reports to Luis Barajas
- calling Tesoro Contractors Inc.'s reporting hotline at 323-513-6641; or
- sending written reports to Luis Barajas

Tesoro Contractors Inc. investigates all discrimination complaints promptly and supports employees' cooperation with investigations. Anyone involved in reporting EEO violations or in investigations of EEO complaints can expect confidentiality to the full extent afforded by law. Any information obtained during investigations also is kept confidential to the full extent possible under law.

### **Informal Dispute Resolution**

Where appropriate, informal resolution of discrimination complaints is used. Such an approach can include counseling those who commit discrimination or serving as a mediator between the two parties.

When a discrimination complaint can't be resolved informally, a written report of the investigation that includes recommendations for further action is prepared and delivered to Luis Barajas. Recommendations can include discipline for those who commit discriminatory actions and restoration of the terms, conditions, or opportunities that were lost or denied employees or applicants because of discrimination.

### **ANTI-RETALIATION**

Tesoro Contractors Inc. ensures that employees and applicants who complain about discrimination, oppose any discriminatory practice, or participate in investigations of such complaints are protected against retaliation. Tesoro Contractors Inc. doesn't discourage or obstruct employees and applicants from filing complaints with the federal Equal Employment Opportunity Commission or state or local EEO agency.

Employees also are protected against retaliation for talking about discrimination in response to questions that come up during internal investigations. No adverse employment actions are taken against employees and applicants who file EEO complaints, oppose discriminatory actions, or participate in investigations of such complaints. Employees and applicants are protected against retaliation if they exercise any rights under the federal Rehabilitation Act or the federal Vietnam-Era Veterans' Readjustment Assistance Act. For more information, see Tesoro Contractors Inc.'s affirmative action policy.

### **DISCIPLINE**

All employees, including supervisors and managers, who engage in discriminatory conduct or harassment are subject to immediate disciplinary action, up to and including termination.

### **COMMUNICATIONS**

All government nondiscrimination posters and Tesoro Contractors Inc.'s EEO policies are displayed permanently in conspicuous locations in all facilities and on Tesoro Contractors Inc.'s internal homepage. Notices, advertisements, forms, job descriptions, and other specifications relating to employment don't indicate



any preference, limitation, or discrimination based on race, color, religion, sex, sexual orientation, gender identity, gender expression, age, national origin, citizenship status, disability, genetic information, or veterans' status. Tesoro Contractors Inc.'s affirmative action policy is displayed permanently in conspicuous locations at all worksites in a format accessible to employees and applicants with disabilities and employees and applicants who are disabled veterans.

#### **TRAINING**

Tesoro Contractors Inc. requires all new hires, including managers and supervisors, to undergo training on complying with Tesoro Contractors Inc.'s EEO policy. Thereafter, training on the policy is provided annually for all employees, including managers and supervisors.

*Luis Barajas*

Luis Barajas  
Owner/President/CEO

### CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: Treesmith Enterprises, Inc. Phone: 714-996-6037  
Address: 1551 N Miller St Anaheim, CA 92806 Fax: 714-996-6057

Contact Person: Julio Alonso No. of years in business: 60+

Is the firm currently certified as a DBE under 49 CFR Part 26?  YES  NO

Type of work/services/materials provided by firm? tree planting, root shaving, root pruning, root barrier installation, clearing and grubbing

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

**AFFIRMATIVE ACTION QUESTIONNAIRE  
ORDINANCE NUMBER 1451**

Paragraph B.1, Section 1.

1. All contractors and subcontractors shall submit for approval to the Affirmative Action Officer of the City and Federal Government, when necessary, prior to the award of a contract, a written Affirmative Action Program in which the contractor or subcontractor, as the case may be, agrees to meet the following minimum requirements:
  - a. The contractor or subcontractor shall recruit and hire a work force that reflects the ethnic composition of the resident population of the City. The most current census data shall be used as a guide in determining such required composition. In order to further the purpose of the project, the work force shall be recruited from the following areas in the order of their priority:
    1. The resident population of the official target areas of the City, as may be designated by the Affirmative Action Department or the Council;
    2. The resident population of the City as a whole; and
    3. No contractor or subcontractor shall be found to be in noncompliance solely on account of its goals within its timetable, but such contractors shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in Paragraph B, Subsection I, and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority and residential manpower utilization on all of its projects in the Costa Mesa community;
    4. The resident population of the unincorporated areas of the County contiguous to the City.
  - b. The contractor and all subcontractors shall be required to establish a plan for the hiring of minority workers. Such a plan shall include referral procedures for hiring programs, or any other comparable programs. The contractor or subcontractor pursuant to any such plan shall utilize any applicable Federal or locally subsidized program for the training and hiring of minority workers.
2. Upon acceptance of the respective Affirmative Action Programs by the Affirmative Action Officer of the City, such programs shall become a part of the contractor's and subcontractor's contracts as if fully set forth in its terms and conditions.

3. Compliance with the Affirmative Action Program Requirements shall be measured from the initial day of performance under the contract.

Title of Officer Signing President

Signature  Date 12/18/23

**IMPORTANT:** This report must be completed by the prime contractor and each subcontractor. Complete all items unless otherwise instructed. If additional space is needed, use separate 8-1/2 x 11 blank sheets. **SUBMIT ORIGINAL OF THIS QUESTIONNAIRE TO:** City Manager, City Manager's Office, P.O. Box 1200, Costa Mesa, California 92626.

Part I Treesmith Enterprises Prime Contractor Gentry General Engineering, Inc  
Subcontractor

1. Name and address of reporting unit covered by this questionnaire.

\_\_\_\_\_

2. Name and address of principal official or manager.

\_\_\_\_\_

3. Name and address of principal officer of the company.

Jeanette Ramirez, 1551 N. Miller St. Anaheim

CA 92806

4. Name and address of parent company if an affiliated corporation.

N/A

5. Name and address of subcontractor(s). (Complete only if this is a subcontractor's report.)

\_\_\_\_\_

6. Name and address of prime contractor. (Complete only if this is a subcontractor's report.)

Gentry General Engineering, Inc - 320 W Tropica Rancho Rd, Colton, CA 92324

7.   
Signature and Title of Authorized Representative

8. 12/18/23  
Date

Part II

1. Attach a statement of your company's policy on equal employment opportunity to all persons without regard to race, creed, color, national origin, or ancestry and describe what specific steps have been taken to put this policy into effect.

2. Have you informed company officials and representatives regarding the nondiscrimination provisions of City of Costa Mesa contracts? yes

3. Have you examined your company's practices regarding assignments, layoffs, or transfers of your employees from one job to another for evidence of practice or employment pattern that might appear to be discriminatory and based upon race, religion, or national origin? Are they nondiscriminatory? Yes
4. Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? Yes Safety Programs
- a) How many people participate in these programs? all employees
- b) How many are minorities? 100% currently minorities
- c) Does your help wanted advertising state that you are an equal opportunity employer, male or female? Yes
5. Are any apprentices obtained from sources outside the employer's work force? Yes If yes, have you circulated information about apprenticeship openings or opportunities to the following?

State Employment Office NO

Newspapers or other media \_\_\_\_\_

High schools, including those in minority group areas NO

Local trade or vocational schools, including those with minority group students ~~NO~~

Agencies and/or organizations specializing in minority employment \_\_\_\_\_

Federal or State apprenticeship representatives yes

Name \_\_\_\_\_

Other - Name \_\_\_\_\_

6. If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the nondiscrimination provisions of the City of Costa Mesa contracts? \_\_\_\_\_
7. Have all recruitment sources been advised that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin? Yes
8. Identify (names and addresses) the employment agencies, personal recruitment organizations, newspaper advertising or other nonunion sources from which the company recruits its personnel.

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

Part III

1. Have you a collective bargaining agreement with a labor union or other organization?

yes

2. If yes, specify the union(s) or organization(s).

Laborers

3. Have you advised the labor union and/or worker organization of the company's responsibility under the nondiscrimination provisions of City contracts? yes

4. Approximately what percentage of your employees covered by union agreements are referred by or hired through the unions?

100%

5. Does the company's collective bargaining agreement or other contract or understanding with a labor union (or unions) or other worker organization include a nondiscrimination in employment provision? yes

6. Is there any labor union or worker organization policy which prevents you from fulfilling your obligations under the nondiscrimination provisions of City contracts? NO

If so, specify \_\_\_\_\_  
\_\_\_\_\_

7. Specify the trade(s) or craft(s) involved in this contract.

Laborers

**CERTIFICATION WITH REGARD TO THE PERFORMANCE  
OF PREVIOUS CONTRACTS OR SUBCONTRACTS  
SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE  
AND THE FILING OF REQUIRED REPORTS**

The bidder Gentry General Engineering, Inc.,  
proposed subcontractor Treesmith Enterprises, Inc.,  
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.







### CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

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Firm Name: Endemic Environmental Services, Inc. Phone: 714-519-8277

Address: 110 E. Wilshire Ave Suite 305, Fax: NA  
Fullerton Ca 92832

Contact Person: Dean Nerhus, COO No. of years in business: 15

Is the firm currently certified as a DBE under 49 CFR Part 26?  YES  NO

Type of work/services/materials provided by firm? Environmental Services Consulting

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

**AFFIRMATIVE ACTION QUESTIONNAIRE  
ORDINANCE NUMBER 1451**

Paragraph B.1, Section 1.

1. All contractors and subcontractors shall submit for approval to the Affirmative Action Officer of the City and Federal Government, when necessary, prior to the award of a contract, a written Affirmative Action Program in which the contractor or subcontractor, as the case may be, agrees to meet the following minimum requirements:
  - a. The contractor or subcontractor shall recruit and hire a work force that reflects the ethnic composition of the resident population of the City. The most current census data shall be used as a guide in determining such required composition. In order to further the purpose of the project, the work force shall be recruited from the following areas in the order of their priority:
    1. The resident population of the official target areas of the City, as may be designated by the Affirmative Action Department or the Council;
    2. The resident population of the City as a whole; and
    3. No contractor or subcontractor shall be found to be in noncompliance solely on account of its goals within its timetable, but such contractors shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in Paragraph B, Subsection I, and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority and residential manpower utilization on all of its projects in the Costa Mesa community;
    4. The resident population of the unincorporated areas of the County contiguous to the City.
  - b. The contractor and all subcontractors shall be required to establish a plan for the hiring of minority workers. Such a plan shall include referral procedures for hiring programs, or any other comparable programs. The contractor or subcontractor pursuant to any such plan shall utilize any applicable Federal or locally subsidized program for the training and hiring of minority workers.
2. Upon acceptance of the respective Affirmative Action Programs by the Affirmative Action Officer of the City, such programs shall become a part of the contractor's and subcontractor's contracts as if fully set forth in its terms and conditions.

3. Compliance with the Affirmative Action Program Requirements shall be measured from the initial day of performance under the contract.

Title of Officer Signing Barry Nerhus, President

Signature Barry Nerhus Date 01/17/2024

IMPORTANT: This report must be completed by the prime contractor and each subcontractor. Complete all items unless otherwise instructed. If additional space is needed, use separate 8-1/2 x 11 blank sheets. SUBMIT ORIGINAL OF THIS QUESTIONNAIRE TO: City Manager, City Manager's Office, P.O. Box 1200, Costa Mesa, California 92626.

Part I Endemic Environmental Services, Inc. Prime Contractor Gentry General Engineering  
Subcontractor

1. Name and address of reporting unit covered by this questionnaire.  
hr@endemicenvironmental.net 110 E Wilshire Ave Unit 305 Fullerton Ca 92832
2. Name and address of principal official or manager.  
Barry Nerhus, President 110 E Wilshire Ave Unit 305 Fullerton Ca 92832
3. Name and address of principal officer of the company.  
Barry Nerhus, President 110 E Wilshire Ave Unit 305 Fullerton Ca 92832
4. Name and address of parent company if an affiliated corporation.  
NA
5. Name and address of subcontractor(s). (Complete only if this is a subcontractor's report.)  
NA
6. Name and address of prime contractor. (Complete only if this is a subcontractor's report.)  
Gentry General Engineering, Inc
7. Tracy Montgomery Tracy Montgomery, Controller  
Signature and Title of Authorized Representative
8. 01/17/2024  
Date

Part II

1. Attach a statement of your company's policy on equal employment opportunity to all persons without regard to race, creed, color, national origin, or ancestry and describe what specific steps have been taken to put this policy into effect.
2. Have you informed company officials and representatives regarding the nondiscrimination provisions of City of Costa Mesa contracts? Yes

3. Have you examined your company's practices regarding assignments, layoffs, or transfers of your employees from one job to another for evidence of practice or employment pattern that might appear to be discriminatory and based upon race, religion, or national origin? Are they nondiscriminatory? Yes

4. Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? Yes - Safety Programs

- a) How many people participate in these programs? 20 to 30
- b) How many are minorities? None
- c) Does your help wanted advertising state that you are an equal opportunity employer, male or female? Yes

5. Are any apprentices obtained from sources outside the employer's work force? No If yes, have you circulated information about apprenticeship openings or opportunities to the following?

State Employment Office No

Newspapers or other media Yes

High schools, including those in minority group areas No

Local trade or vocational schools, including those with minority group students  
No

Agencies and/or organizations specializing in minority employment No

Federal or State apprenticeship representatives No

Name \_\_\_\_\_

Other - Name \_\_\_\_\_

6. If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the nondiscrimination provisions of the City of Costa Mesa contracts? NA

7. Have all recruitment sources been advised that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin? Yes

8. Identify (names and addresses) the employment agencies, personal recruitment organizations, newspaper advertising or other nonunion sources from which the company recruits its personnel.

Indeed \_\_\_\_\_

Linkdin \_\_\_\_\_

\_\_\_\_\_

Part III

1. Have you a collective bargaining agreement with a labor union or other organization?  
No \_\_\_\_\_
2. If yes, specify the union(s) or organization(s).  
\_\_\_\_\_
3. Have you advised the labor union and/or worker organization of the company's responsibility under the nondiscrimination provisions of City contracts? NA \_\_\_\_\_
4. Approximately what percentage of your employees covered by union agreements are referred by or hired through the unions? NA  
\_\_\_\_\_
5. Does the company's collective bargaining agreement or other contract or understanding with a labor union (or unions) or other worker organization include a nondiscrimination in employment provision? NA \_\_\_\_\_
6. Is there any labor union or worker organization policy which prevents you from fulfilling your obligations under the nondiscrimination provisions of City contracts? NA  
If so, specify \_\_\_\_\_  
\_\_\_\_\_
7. Specify the trade(s) or craft(s) involved in this contract. NA  
\_\_\_\_\_  
\_\_\_\_\_



**CERTIFICATION WITH REGARD TO THE PERFORMANCE  
OF PREVIOUS CONTRACTS OR SUBCONTRACTS  
SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE  
AND THE FILING OF REQUIRED REPORTS**

The bidder Gentry General Engineering, Inc,  
proposed subcontractor Endemic Environmental Services, Inc.,  
hereby certifies that he has X, 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  
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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.)

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such other period specified by the Federal Highway Administration or by the Director,  
Office of Federal Contract Compliance, U.S. Department of Labor.

**DLA DBE CONFIRMATION**

DOT LAPM 9-I (NEW 01/2023)

FEDERAL PROJECT NUMBER

CML-5312(104)

NAME OF DBE BUSINESS

**Endemic Environmental Services**

NAME OF DBE REPRESENTATIVE

**Kay Dale**

DBE CERTIFICATION NUMBER

**46698**

NAME OF BIDDER

Gentry General Engineering, Inc

NAME OF PRIME CONTRACTOR IF DIFFERENT FROM THE BIDDER

same as above

NAME OF REPRESENTATIVE OF PRIME CONTRACTOR

Brenton Gentry

DATE

Bid Item Number	Item of work and description of services to be subcontracted or materials to be provided <sup>1</sup>	Amount (\$)
2	SWPPP plan preparation	\$3,000.00
2	QSD job start and annual inspections	\$900.00
2	QSP final inspection	\$300.00
2	weekly, monthly and pre-storm inspections	TBD

<sup>1</sup> If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.

DBE firms can use this form as a written confirmation or use an equivalent form. Written confirmation must be submitted no later than 4 pm on the 5<sup>th</sup> day of bid opening.

**Total** \$4,200.00

As an authorized representative of a certified disadvantaged business enterprise, I confirm if the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form.

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



Signature of DBE's Authorized Representative

**Kay Dale**

Printed Name of DBE's Authorized Representative

**Business Development Manager**

Title of DBE's Authorized Representative

**01/03/2024**

Date

# NOTICE

TO: Employees, Applicants for Employment, and Potential Employees

From: Endemic Environmental Services, Inc.  
(Firm Name)

Subject: Project No Federal Project No. CML-5312(104) City Project No. 23-11  
Equal Opportunity Policy

It is the operating policy of this company to afford all persons equal employment opportunity without regard to their race, religion, sex, national origin, age, or disability. The following is our company policy:

It is the policy of this company to assure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion (including reasonably accommodating an employee's religious practices where the accommodation does not impose undue hardship), sex (including pregnancy and sexual harassment), age, disability, or national origin. Such action shall include: employment, promotion, 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.

We also encourage the use of available training programs and will be happy to advise upon what programs are available, the entrance requirements for each, as well as assisting in applying for or entering such programs. Any supervisor will be happy to discuss the training program with you.

All present employees are requested also to encourage minorities and women to make application for employment with this company or to apply for training under available programs.

Rachelle Geach Human Resource Manager  
(Name/Company Chief Officer) (Title)

Any complaint of alleged discrimination by this company, its supervisors or employees, or any person or organization acting on behalf of the company should immediately be called to the attention of:

Company EEO Officer

Project EEO Representative:

Rachelle Geach  
(Name)

or

\_\_\_\_\_  
(Name)

110 E. Wilshire Ave Suite 305, Fullerton Ca 92832  
(Address)

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

714-519-8277  
(Phone Number)

or

\_\_\_\_\_  
(Phone number)

(Please print/type in bold, black block letters)

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Firm Name: Los Angeles Signal Construction Inc Phone: (909) 599-2201

Address: 155 N Euclid Ave San Dimas CA Fax: \_\_\_\_\_  
91773

Contact Person: Chris Morales No. of years in business: 20

Is the firm currently certified as a DBE under 49 CFR Part 26?  YES  NO

Type of work/services/materials provided by firm? C-10 (Electrical steel work)

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million


This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

**AFFIRMATIVE ACTION QUESTIONNAIRE  
ORDINANCE NUMBER 1451**

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1. All contractors and subcontractors shall submit for approval to the Affirmative Action Officer of the City and Federal Government, when necessary, prior to the award of a contract, a written Affirmative Action Program in which the contractor or subcontractor, as the case may be, agrees to meet the following minimum requirements:
  - a. The contractor or subcontractor shall recruit and hire a work force that reflects the ethnic composition of the resident population of the City. The most current census data shall be used as a guide in determining such required composition. In order to further the purpose of the project, the work force shall be recruited from the following areas in the order of their priority:
    1. The resident population of the official target areas of the City, as may be designated by the Affirmative Action Department or the Council;
    2. The resident population of the City as a whole; and
    3. No contractor or subcontractor shall be found to be in noncompliance solely on account of its goals within its timetable, but such contractors shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in Paragraph B, Subsection I, and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority and residential manpower utilization on all of its projects in the Costa Mesa community;
    4. The resident population of the unincorporated areas of the County contiguous to the City.
  - b. The contractor and all subcontractors shall be required to establish a plan for the hiring of minority workers. Such a plan shall include referral procedures for hiring programs, or any other comparable programs. The contractor or subcontractor pursuant to any such plan shall utilize any applicable Federal or locally subsidized program for the training and hiring of minority workers.
2. Upon acceptance of the respective Affirmative Action Programs by the Affirmative Action Officer of the City, such programs shall become a part of the contractor's and subcontractor's contracts as if fully set forth in its terms and conditions.

3. Compliance with the Affirmative Action Program Requirements shall be measured from the initial day of performance under the contract.

Title of Officer Signing President  
Signature  Date 12/18/23

**IMPORTANT:** This report must be completed by the prime contractor and each subcontractor. Complete all items unless otherwise instructed. If additional space is needed, use separate 8-1/2 x 11 blank sheets. **SUBMIT ORIGINAL OF THIS QUESTIONNAIRE TO: City Manager, City Manager's Office, P.O. Box 1200, Costa Mesa, California 92626.**

Part I L.A. Signal Prime Contractor Gentry General Engineering, Inc  
Subcontractor

1. Name and address of reporting unit covered by this questionnaire.  
Chris Morales 155 N Eucla Ave San Dimas CA 91773
2. Name and address of principal official or manager.  
Chris Morales 155 N Eucla Ave San Dimas CA 91773
3. Name and address of principal officer of the company.  
N/A
4. Name and address of parent company if an affiliated corporation.  
N/A
5. Name and address of subcontractor(s). (Complete only if this is a subcontractor's report.)  
\_\_\_\_\_
6. Name and address of prime contractor. (Complete only if this is a subcontractor's report.)  
Gentry General Engineering, Inc - 320 W Tropicana Rancho Rd, Colton, CA 92324
7. [Signature]  
Signature and Title of Authorized Representative
8. 12/18/23  
Date

Part II

1. Attach a statement of your company's policy on equal employment opportunity to all persons without regard to race, creed, color, national origin, or ancestry and describe what specific steps have been taken to put this policy into effect.
2. Have you informed company officials and representatives regarding the nondiscrimination provisions of City of Costa Mesa contracts? yes

3. Have you examined your company's practices regarding assignments, layoffs, or transfers of your employees from one job to another for evidence of practice or employment pattern that might appear to be discriminatory and based upon race, religion, or national origin? Are they nondiscriminatory? yes
4. Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? Yes - Safety Programs
- a) How many people participate in these programs? 15
- b) How many are minorities? 15
- c) Does your help wanted advertising state that you are an equal opportunity employer, male or female? yes
5. Are any apprentices obtained from sources outside the employer's work force? yes If yes, have you circulated information about apprenticeship openings or opportunities to the following?

State Employment Office \_\_\_\_\_

Newspapers or other media \_\_\_\_\_

High schools, including those in minority group areas \_\_\_\_\_

Local trade or vocational schools, including those with minority group students

Unions

Agencies and/or organizations specializing in minority employment \_\_\_\_\_

Federal or State apprenticeship representatives \_\_\_\_\_

Name \_\_\_\_\_

Other - Name \_\_\_\_\_

6. If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the nondiscrimination provisions of the City of Costa Mesa contracts? NA
7. Have all recruitment sources been advised that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin? yes
8. Identify (names and addresses) the employment agencies, personal recruitment organizations, newspaper advertising or other nonunion sources from which the company recruits its personnel.

N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Part III

1. Have you a collective bargaining agreement with a labor union or other organization?  
YES
2. If yes, specify the union(s) or organization(s).  
IBEW MIUNA
3. Have you advised the labor union and/or worker organization of the company's responsibility under the nondiscrimination provisions of City contracts? YES
4. Approximately what percentage of your employees covered by union agreements are referred by or hired through the unions?  
50%
5. Does the company's collective bargaining agreement or other contract or understanding with a labor union (or unions) or other worker organization include a nondiscrimination in employment provision? YES
6. Is there any labor union or worker organization policy which prevents you from fulfilling your obligations under the nondiscrimination provisions of City contracts? NO  
If so, specify \_\_\_\_\_  
\_\_\_\_\_
7. Specify the trade(s) or craft(s) involved in this contract.  
Electrical & Laborers

**CERTIFICATION WITH REGARD TO THE PERFORMANCE  
OF PREVIOUS CONTRACTS OR SUBCONTRACTS  
SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE  
AND THE FILING OF REQUIRED REPORTS**

The bidder Gentry General Engineering, Inc,  
proposed subcontractor Los Angeles Signal Construction, Inc,  
hereby certifies that he has X, 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.



# NOTICE

TO: Employees, Applicants for Employment, and Potential Employees

From: Los Angeles Signal Construction, Inc  
(Firm Name)

Subject: Project No Costa Mesa CA - Adams Ave & Pine Creek Rd  
Equal Opportunity Policy

It is the operating policy of this company to afford all persons equal employment opportunity without regard to their race, religion, sex, national origin, age, or disability. The following is our company policy:

It is the policy of this company to assure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion (including reasonably accommodating an employee's religious practices where the accommodation does not impose undue hardship), sex (including pregnancy and sexual harassment), age, disability, or national origin. Such action shall include: employment, promotion, 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.

We also encourage the use of available training programs and will be happy to advise upon what programs are available, the entrance requirements for each, as well as assisting in applying for or entering such programs. Any supervisor will be happy to discuss the training program with you.

All present employees are requested also to encourage minorities and women to make application for employment with this company or to apply for training under available programs.

Chris Morales

(Name/Company Chief Officer)

President

(Title)

Any complaint of alleged discrimination by this company, its supervisors or employees, or any person or organization acting on behalf of the company should immediately be called to the attention of:

Company EEO Officer

Raymon Arteaga  
(Name)

155 N Euclid Ave, San Dimas CA 91773  
(Address)

(909) 599-2201

(Phone Number)

Project EEO Representative:

Corina Salcedo  
(Name)

155 N Euclid Ave, San Dimas CA 91773  
(Address)

(909) 599-2201

(Phone number)

(Please print/type in bold, black block letters)

**EXHIBIT B**  
**BID PACKAGE**



# CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200  
FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

**DATE:** December 11, 2023  
**TO:** ALL PROSPECTIVE BIDDERS  
**SUBJECT:** BID ADDENDUM NO. 1 –  
ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT  
FEDERAL PROJECT NO. CML-5312(104)  
CITY PROJECT NO. 23-11

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov). **A COPY WILL NOT BE SENT BY MAIL.**

Received by: \_\_\_\_\_

Company: \_\_\_\_\_

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

The following **SHALL** be replaced in its complete entirety in the NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND SPECIAL PROVISIONS FOR ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT, FEDERAL PROJECT NO. CML-5312(104), CITY PROJECT NO. 23-11 or otherwise known as the contract bid documents and specifications:

- Sheets "A7.1" to "A7.21" of Appendix 7 – FEDERAL PREVAILING WAGES to be replaced with updated Sheets "A7.1" to "A7.21" to update the Davis-Bacon federal prevailing wages

The above are labeled "BID ADDENDUM NO. 1" in red on each page/sheet and are to be downloaded by each prospective bidder through *PlanetBids* and acknowledged by signing on page "P-9" and will be incorporated into the awarded bidders contract.

**Where discrepancies exist between these revised plans and specifications (per Bid Addendum No. 1) and the original signed plans, these revised specifications shall take precedence.**

Responses to "Request for Information" (RFI) questions below:

1. The first bid had bid items for Mobilization and Traffic Control. Since this project will have extensive traffic control and upfront costs, can the City add these two items to the rebid?

**Answer:** During the first advertisement, the City noticed that the mobilization and traffic control line items were inflating the total bids. City staff believes incorporating the costs of mobilization and traffic control evenly amongst the cost of all individual bid items of work is more appropriate for this type of project and is more conducive to receiving cost-effective bids.

2. How many changeable message signs (CMS) does the City want for this job?

**Answer:** Number and location of CMS signs will be determined during the Traffic Control Plan review process. Up to two (2) CMS signs may be required to notify the motorists along eastbound and westbound Adams Avenue prior to approaching Pinecreek Drive of construction at the intersection.

Please note: For Prospective Bidders who were not able to attend the pre-bid meeting, the recording of the pre-bid will be uploaded onto Planetbids.

***Failure to submit this acknowledgment form AND signing page P-9 in the Bid Contract Documents and Specifications may cause your bid to be rejected.***

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov).

Again, please acknowledge receipt of ALL addenda by filling out and signing page "P-9" of the proposal within the bid contract documents AND by filling out and signing within the rectangle on the first page of this bid addendum and emailing it to [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov).

Also, please remember to physically submit the bid security in the form of a certified check, cashier's check or a bid bond, made payable to or in favor of the City of Costa Mesa, per Section 4 on Sheet N-1 of the Notice Inviting Bids to the City Clerk **PRIOR** to the bid submission deadline. **No bid will be considered unless this bid security is physically received PRIOR to the submission deadline.**

Sincerely,



**Seung Yang**  
City Engineer

SY: Attachments

"General Decision Number: CA20230024 12/08/2023

Superseded General Decision Number: CA20220024

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)(2)-(60).

<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"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 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 2023.</li> </ul>
<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"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 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 2023.</li> </ul>

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	01/06/2023
1	01/13/2023
2	01/20/2023
3	01/27/2023
4	02/10/2023
5	02/24/2023
6	03/17/2023
7	06/23/2023
8	06/30/2023
9	07/14/2023
10	08/11/2023



11	08/18/2023
12	09/08/2023
13	09/15/2023
14	10/06/2023
15	11/17/2023
16	12/08/2023

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 05/01/2020

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 41.39	18.95

\*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 06/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 37.87	14.13
TILE FINISHER.....	\$ 32.44	12.54
TILE LAYER.....	\$ 45.05	18.33

BRCA0018-010 09/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 38.37	14.13
TERRAZZO WORKER/SETTER.....	\$ 46.49	14.66

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 Framer, 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.

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 CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

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 CARP0721-001 07/01/2021

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

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 \* ELEC0011-001 06/26/2023

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 46.47	3%+15.53

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.

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 ELEC0441-001 12/26/2022

	Rates	Fringes
CABLE SPLICER.....	\$ 57.39	23.67

ELECTRICIAN.....\$ 54.87 23.60

\* 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.

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ELEC0441-004 12/26/2022

	Rates	Fringes
ELECTRICIAN (TRANSPORTATION SYSTEMS, TRAFFIC SIGNALS & STREET LIGHTING)		
Cable Splicer/Fiber Optic		
Splicer.....	\$ 55.47	23.61
Electrician.....	\$ 54.87	23.60
Technician.....	\$ 41.15	23.18

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.

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 ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 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	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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 ELEV0018-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.95	37.335+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.

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ENGI0012-003 07/01/2022

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 51.90	30.70
GROUP 2.....	\$ 52.68	30.70
GROUP 3.....	\$ 52.97	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 54.68	30.70
GROUP 8.....	\$ 54.79	30.70
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 54.91	30.70
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 55.08	30.70
GROUP 13.....	\$ 55.18	30.70
GROUP 14.....	\$ 55.21	30.70
GROUP 15.....	\$ 55.29	30.70
GROUP 16.....	\$ 55.41	30.70
GROUP 17.....	\$ 55.58	30.70
GROUP 18.....	\$ 55.68	30.70
GROUP 19.....	\$ 55.79	30.70
GROUP 20.....	\$ 55.91	30.70
GROUP 21.....	\$ 56.08	30.70
GROUP 22.....	\$ 56.18	30.70
GROUP 23.....	\$ 56.29	30.70
GROUP 24.....	\$ 56.41	30.70
GROUP 25.....	\$ 56.58	30.70

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 53.25	30.70
GROUP 2.....	\$ 54.03	30.70
GROUP 3.....	\$ 54.32	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 54.68	30.70
GROUP 6.....	\$ 54.79	30.70
GROUP 7.....	\$ 54.91	30.70
GROUP 8.....	\$ 55.08	30.70
GROUP 9.....	\$ 55.25	30.70
GROUP 10.....	\$ 56.25	30.70
GROUP 11.....	\$ 57.25	30.70
GROUP 12.....	\$ 58.25	30.70
GROUP 13.....	\$ 59.25	30.70

OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 54.53	30.70
GROUP 2.....	\$ 54.82	30.70
GROUP 3.....	\$ 54.96	30.70
GROUP 4.....	\$ 55.18	30.70
GROUP 5.....	\$ 55.29	30.70
GROUP 6.....	\$ 55.41	30.70
GROUP 7.....	\$ 55.71	30.70

PREMIUM PAY:  
 \$3.75 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); 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); 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 5: Equipment Greaser (Grease Truck/Multi Shift).

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; 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; 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 9: Heavy Duty Repairman

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 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine,

up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired



earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### 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; Creter 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.); Tower crane operator and tower gantry

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)

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, 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, SBM 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 RECEIVES BASE RATE

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ENGI0012-004 08/01/2023

Rates Fringes

OPERATOR: Power Equipment

(DREDGING)

(1) Leverman.....	\$ 64.10	34.60
(2) Dredge dozer.....	\$ 58.13	34.60
(3) Deckmate.....	\$ 58.02	34.60
(4) Winch operator (stern winch on dredge).....	\$ 57.47	34.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	34.60
(6) Barge Mate.....	\$ 57.54	34.60

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IRON0433-006 01/01/2023

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 46.20	34.30

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 - Seale, 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

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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.

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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

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LAB00652-001 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 bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and

similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; 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

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LAB00652-003 07/01/2022

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

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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

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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.

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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.

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PAIN0036-008 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 46.28	23.52

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 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

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 PAIN1247-002 01/01/2023

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 41.60	16.38

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 PLAS0200-009 08/03/2022

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

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 PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

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 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.....	\$ 55.18	26.26

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 PLUM0345-001 09/01/2023

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

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 ROOF0036-002 08/01/2022

	Rates	Fringes
ROOFER.....	\$ 43.47	19.52



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.

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SFCA0669-008 01/01/2023

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.....	\$ 43.25	27.33

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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

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SHEE0105-003 07/01/2023

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.....	\$ 55.16	30.04
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 55.16	30.04

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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

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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) (ii)).

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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.

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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.

=====  
" END OF GENERAL DECISION



# CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

**DATE:** December 12, 2023

**TO:** ALL PROSPECTIVE BIDDERS

**SUBJECT:** BID ADDENDUM NO. 2 –  
ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT  
FEDERAL PROJECT NO. CML-5312(104)  
CITY PROJECT NO. 23-11

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov). **A COPY WILL NOT BE SENT BY MAIL.**

Received by: \_\_\_\_\_

Company: \_\_\_\_\_

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

Responses to "Request for Information" (RFI) questions below:

1. The bid item list includes Alt. Items 44A & 45A. I cannot find these items pertaining to AC within the plans. The only reference to the "Bicycle/Pedestrian Pathway" is the PCC note that has been removed from the project scope shown below. Are we to assume that the PCC section is to be replaced with the AC section? Please advise.

**Answer:** There is a addendum note on sheets 2, 3, 5, 6, and 7 referencing construction notes highlighted in magenta (filled in) and states that alternative bid items are proposed for "this Bicycle/Pedestrian pathway". These refer to the path along the south side of Adams Avenue, west side of S Street and the pathway that curves into the school. These are all at the southwest corner of the intersection. These were originally planned to be PCC, however, in order to get the most cost-effective bids, the City has provided alternative bid items to select either PCC or AC. The southwest intersection corner, however, will remain PCC. Please refer to our delta revisions and markups on the plans. Please refer to page P-4 of the bid set for more information regarding the alternative bid items and selection of the lowest bidder.

2. In the highlighted section of removed items from the project, a curb ramp has also been removed from the scope shown below. Is this accurate? Please advise.

**Answer:** Thank you for bringing this to our attention. Construction note 9 on sheet 3 at the northwest corner should not be highlighted yellow and is included in this project. The bid schedule of values already includes this curb ramp work. Thus, we have reuploaded the plans (v2) with the only change being the removal of the highlighted construction note 9.

3. The specifications state: "Only one lane shall be closed to traffic in any direction between 8:30 am and 3:30 pm, Monday through Friday. All lanes must be open during peak hours of 6:00 am to 8:30 am and 3:30 pm to 6:00 pm. All lanes must be open during weekends and City observed holidays. Lane closures more than one lane will be allowed between the hours of 6:00 pm and 6:00 am during weekdays." However, in order to achieve construction of the required structural section (5" AC over 5" Base), a permanent lane will need to be closed. Constructability will not be obtainable with specifications requiring all lanes to be open during peak hours of traffic. Please allow only two lanes of traffic to be open at all times. [Contractor] proposes to take one lane with K-Rail which would allow for two lanes of continuous traffic during construction.

**Answer:** Upon review of the Contractor's proposed work plan/construction staging in the proposed traffic control plan, the City may approve deviations to the traffic control specifications if the Contractor's proposal is deemed by City staff to be appropriate and necessary to complete the work.

***Failure to submit this acknowledgment form AND signing page P-9 in the Bid Contract Documents and Specifications may cause your bid to be rejected.***

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov).

Again, please acknowledge receipt of ALL addenda by filling out and signing page "P-9" of the proposal within the bid contract documents AND by filling out and signing within the rectangle on the first page of this bid addendum and emailing it to [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov).

Also, please remember to physically submit the bid security in the form of a certified check, cashier's check or a bid bond, made payable to or in favor of the City of Costa Mesa, per Section 4 on Sheet N-1 of the Notice Inviting Bids to the City Clerk **PRIOR** to the bid submission deadline. **No bid will be considered unless this bid security is physically received PRIOR to the submission deadline.**

Sincerely,



**Seung Yang**  
City Engineer

SY: Attachments

CITY OF COSTA MESA  
ORANGE COUNTY, CALIFORNIA

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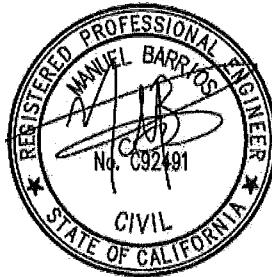
NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND  
SPECIAL PROVISIONS FOR

**ADAMS AVENUE AND PINECREEK DRIVE  
INTERSECTION PROJECT**

**FEDERAL PROJECT NO. CML-5312(104)  
CITY PROJECT NO. 23-11**

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Prepared Under the Direction of



Manuel Barrios, P.E.  
Senior Associate Civil Engineer  
R.C.E. No. 92491

Copy No. \_\_\_\_\_

Checked by \_\_\_\_\_

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CITY OF COSTA MESA  
ORANGE COUNTY, CALIFORNIA  
NOTICE INVITING BIDS

**NOTICE IS HEREBY GIVEN** that the City of Costa Mesa ("City") invites sealed bids, to be submitted electronically only, for the following project:

**ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT,  
CITY PROJECT NO. 23-11, FEDERAL PROJECT NO. CML-5312(104)  
FEDERALLY-FUNDED PROJECT**

1. **BID SUBMISSION AND OPENING**: Bids must be submitted electronically via the City of Costa Mesa's PlanetBids portal before the deadline of **2:00 P.M., December 18, 2023**, at which time or shortly thereafter the City Clerk will open bids electronically through PlanetBids, and the bid results will be posted online via PlanetBids. No paper bids or any other form of submittal will be accepted outside of PlanetBids. Any bid received after the scheduled closing time for the receipt of bids will be rejected. The City is not responsible for and accepts no liability in the event a response is late due to any network, internet, or any other technical difficulty or interruption. It shall be the sole responsibility of the bidder to ensure that his/her/its bid is received by the deadline.

To access the bid documents and bid on this project, potential vendors and bidders must first register through the City's PlanetBids portal at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>.

**SCOPE OF WORK AND BID DOCUMENTS**: The scope of work generally consists of intersection improvements and traffic signal modification at the intersection of Adams Avenue and Pinecreek Drive. The safety improvements include removal of the existing eastbound and northbound right-turn slip lanes into traditional right turn lanes, installation of new multi-use paths, concrete curb ramps, traffic and parking signs, pavement striping and markings, green bicycle pavement markings and bicycle box, median modifications, traffic signal modifications which include new poles and video detection equipment and slurry sealing of the project area.

The plans, specifications, and bid documents for this project can be obtained via the City's PlanetBids portal at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>.

It is the bidder's responsibility to ensure that the most current version of the solicitation, including any addenda, has been downloaded. Bids received without the applicable addenda will be rejected as incomplete.

2. **PRE-BID MEETING OR JOB WALK**: There will be a pre-bid meeting on **Thursday, November 30, 2023 at 9:00 a.m.** on Zoom. The pre-bid meeting is not mandatory but is strongly recommended. Please use the zoom information below to access the meeting:

Link: <https://us06web.zoom.us/j/89205560249?pwd=t7xbGrXdYTc4ClctLS1xRzH6ftF5AY.1>

Meeting ID: 892 0556 0249

Passcode: 162745

3. **BID CONTENTS**: All bids must be submitted on the proposal form included in the bid documents. No bid will be considered unless it is made on the proposal form furnished by the City and made in accordance with the provisions of the bid requirements.
4. **BID SECURITY**: Each bidder must submit a certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least ten percent (10%) of the total amount of the bid, to the Costa Mesa City Clerk **PRIOR** to the bid submission deadline. **No**

bid will be considered unless such certified check, cashier's check, or bid bond is received by the City Clerk PRIOR to the bid submission deadline.

5. **CONTRACTOR'S LICENSE:** A valid **California Contractor's License Class "A" (General Engineering Contractor) or Class "C-10" (Electrical)** issued by the California Contractors State License Board is required at the time the contract is awarded pursuant to California Public Contract Code section 3300. Each bidder must also be qualified as required by law at the time of the bid opening.
6. **FEDERALLY-FUNDED PROJECT:** This project is a federally-funded project and will be under federal regulations which include the **Davis-Bacon Act** and related acts. The wage determination will be under the Davis-Bacon Act and related acts and the Department of Industrial Relations, State of California (the Contractor and Subcontractors shall pay not less than the higher wage rate).

**The Disadvantaged Business Enterprise (DBE) contract goal for this project is SIXTEEN PERCENT (16%). The project will follow the new DBE requirements (as of May 2023) and also the new Build America Buy America (BABA) requirements (Issued – November 2022).**

The City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locale in which work is to be performed for each craft classification or type of work needed to execute the contract. Holiday rates shall be paid as specified in the collective bargaining agreement applicable to each particular craft, classification or type of work employed on the project.

In accordance with Section 1773.2 of the California Labor Code, the Contractor shall post a copy of the determination of the prevailing rate of wages at each job site. The Contractor and any subcontractor(s) shall pay not less than the specified prevailing rates of wages to all workers employed by them in the execution of the contract.

A Contractor using a craft or classification not shown on the General Prevailing Wage Determinations may be required to pay the wage rate of the craft or classification most closely related to it as shown in the General Determinations effective at the time of the Call for bids.

The Contractor shall comply with the provisions of Section 1770 to 1780, inclusive, of the California Labor Code; the prevailing rate and scale of wages established by the City of Costa Mesa, which are on file with the City Clerk of the City of Costa Mesa; and shall forfeit penalties prescribed therein for noncompliance of said Code.

7. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:** Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall 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 unless registered and qualified pursuant to Labor Code section 1725.5.
8. **PREVAILING WAGES:** This project is a "public work" subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all works employed on the project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with Costa Mesa Public Works Department and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website: <http://www.dir.ca.gov>; these rates are subject to predetermined increases. The prime contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This project is subject to compliance monitoring and enforcement by the DIR.

9. **PAYMENT BOND AND PERFORMANCE BOND**: A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the successful bidder prior to award of the contract.
10. **RETENTION**: The City withholds five percent (5%) of each progress payment as retention. Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for money withheld by the City to ensure performance of the contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Securities will be returned to the contractor upon satisfactory completion of the contract.
11. **NON-DISCRIMINATION**: The bidding process and contract are subject to State and Federal non-discrimination requirements, including but not limited to the requirement that no person or business shall discriminate on the basis of race, color, national origin, ancestry, religious creed, physical disability, mental disability, medical condition, marital status, sex, gender, gender expression, gender identity, sexual orientation, age, or military or veteran status in its solicitation, selection, hiring, or treatment of individuals or businesses in connection with the bidding process or work performed for the City in connection with the project.
12. **CITY'S RIGHT TO REJECT BIDS**: The City of Costa Mesa reserves the right, in its sole discretion, to reject any or all bids, or to waive any minor irregularities or informalities in any bid.
13. **ADDITIONAL REQUIREMENTS**: This project is subject to local, State, and Federal regulations and requirements, as detailed in the bid documents.

For all inquiries, please contact Administrative Secretary: Janet Zuazo, Public Works Department, via e-mail at [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov).

Brenda Green, City Clerk  
City of Costa Mesa  
Dated: November 10, 2023

## INFORMATION FOR BIDDERS

1. PREPARATION OF BID FORM: The City of Costa Mesa (City) requires that bids be submitted on the proposal available on *PlanetBids* at such time and place as is stated in the Notice Inviting Bids. All information requested in the bid forms must be provided. All bids shall be submitted electronically via the City's public bidding platform, *PlanetBids* **only**. No other form of submittal shall be accepted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be **rejected**. Each Bidder is responsible for acknowledging all addenda.
2. QUALIFICATION OF BIDDERS: Each Bidder shall submit a list of Construction Project References indicating Public Works and/or similar construction projects completed or in progress within the last 24 months. Forms for this purpose are furnished with the bid package.
3. BID SECURITY / BID BOND: Each bid shall be accompanied by one of the following: cash, cashier's check made payable to the City, a certified check made payable to the City, or a Bidder's Bond executed by an admitted surety insurer, made payable to the City, in an amount not less than 10% of the maximum amount of the bid. This original bid security / bid bond must be submitted to the City Clerk's Office *at least one hour prior* to the bid submission deadline. Any and all **late** submittals of the bid security / bid bond **shall** be rejected, and it is the bidder's responsibility, *not* the delivery service, to ensure said bid security / bid bond is delivered timely to the City Clerk's office. The Bidder's Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized. The bid security shall be given as a guarantee that the Bidder, if awarded the work, shall execute the contract in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within fourteen (14) calendar days after a written Notice of Intent to Award Contract is deposited in the mail. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the City.
4. NONCOLLUSION AFFIDAVIT: Each bid shall be accompanied by a notarized Noncollusion Affidavit on a form which is included in the Contract Documents.
5. SIGNATURE: Via the *PlanetBids* platform, the bid must be *electronically* or *digitally* signed in the name of the Bidder and must be person or persons duly authorized to sign the bid on behalf of the Bidder.
6. CORRECTIONS: Any corrections made to the submitted bid must be made electronically via *PlanetBids*.
7. DELIVERY OF PROPOSAL: Proposals shall be submitted electronically via *PlanetBids*: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>. No other form of submittal shall be accepted by the City.
8. BID DEPOSIT RETURN: Deposits of three of more low bidders, the number being at the discretion of the City, will be held for sixty (60) calendar days or until posting

by the successful bidder of the Bonds and Certificates of Insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned.

9. TAXES: No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.
10. WITHDRAWAL OF BIDS: Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.
11. AGREEMENT AND BONDS: The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and Certificate of Insurance which he will be required to furnish prior to the execution of the Agreement, are included in the Contract Documents and should be carefully examined by the Bidder. The successful Bidder will be required to submit **THREE (3)** executed copies of the Agreement, the Performance Bond, the Payment Bond and the Certificate of Insurance. Payment and performance bonds shall be issued by a surety who is listed in the latest revision of U.S. Department of Treasury Circular 570 and Code of Civil Procedure Section 995.120. The Performance Bond and the Payment Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized.
12. FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT: In the event the Bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and Certificate of Insurance and return executed copies of the Agreement within fourteen (14) calendar days after notification, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the Agreement, and may give Notice of Intent to Award Contract to the next lowest responsive and responsible bidder, or may call for new bids.
13. 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 for the same work unless alternate bids are specifically called for.
14. EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

15. INTERPRETATION OF PLANS AND DOCUMENTS: If any Bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, it may submit to the Engineer a written request for an interpretation or correction thereof. The Bidder submitting the Request for Interpretation (RFI) shall be responsible for its prompt delivery and on the form included within this IFB (Page B-6) Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such unauthorized oral interpretation.
16. ADDENDA: The effect of all addenda to the Contract Documents shall be considered in the bid package and said addenda shall be made part of the Contract Documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and result in its rejection by the City.
17. QUESTIONS TO THE ENGINEER: Questions regarding the bid documents (i.e. Plans, Specifications, Contract Documents, Bid Forms, etc.) will be received by the Engineer up to five (5) working days prior to the bid opening as specified in the Notice Inviting Bids. Questions asked of the Engineer after this time will not be addressed.
18. EQUIVALENT MATERIALS: Requests for the use of equivalents to those specified, must be submitted to the City. Only substitutions approved prior to bid due date via addenda Product Substitutions, will be considered. No substitutions will be considered after bid due date and contract award. It is the sole responsibility of the successful bidder to prove to the City that such a material is truly an equivalent.
19. EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the Bidder's financial resources, its construction experience, and its organization and plant facilities available for the performance of the contract.
20. LEGAL RESPONSIBILITIES: All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other Contract Documents, and to full compliance therewith. Additionally, any Bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as

provided in Section 1773, et. seq. of the Labor Code for each craft, classification or type of workman required as set forth by the Director of the Department of Industrial Relations of the State of California.

21. ANTI-DISCRIMINATION: It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him/her.
22. DRUG-FREE WORKPLACE POLICY: Contractor, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a City contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Contractor shall conform to all the requirements of City's Policy No. 100-5. Failure to establish a program, notify employees, or inform the City of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the City.
23. BID PROTEST PROCEDURES: Any bid protest must be submitted in writing before 5:00 PM of the 5<sup>th</sup> business day following bid openings. The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. Upon receipt of a bid protest, the matter shall be reviewed by the Public Works Director, whose decision shall be final. This procedure supersedes the procedure of appeal outlined in City of Costa Mesa Municipal Code Section 2-303.
24. ASSEMBLY BILL 626: Assembly Bill 626 (AB 626), adds section 9204 to the Public Contract Code creating a claims resolution process applicable to any claim (as defined) by a contractor against a public entity filed in connection with a public works project. Section 9204 applies to public works contracts entered into on and after January 1, 2017. The legislation was supposed to sunset (end) on January 1, 2020, unless extended by subsequent legislation. The summary of Section 9204 is specified as follows:

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104, et seq. (Article 1.5), to the extent each is applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 et seq. (if applicable), and must then adhere to Section 20104, et seq. and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.



**REQUEST FOR INTERPRETATION OF CONTRACT DOCUMENTS**

**PROJECT NAME:** ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT

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

Time: \_\_\_\_\_

Company: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Plan Sheet: \_\_\_\_\_

Specification Section: \_\_\_\_\_

**INTERPRETATION REQUESTED:**

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

**REPLY:**

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

**TO A/E:**

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

**PROPOSAL  
 FOR THE  
 ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT  
 CITY PROJECT NO. 23-11  
 FEDERAL PROJECT NO. CML-5312(104)**

The Honorable City Council  
 City of Costa Mesa  
 77 Fair Drive  
 Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT, CITY PROJECT NO. 23-11, FEDERAL PROJECT NO. CML-5312(104)**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence all preparatory work such as potholing, submittals, SWPPP, traffic control plans, ordering long-lead materials, etc. within ten (10) business days after date of contract and commence the Work under the Contract **WITHIN TWENTY (20) WEEKS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN NINETY (90) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

<b>BID SCHEDULE PROPOSAL</b>					
<b>BASE BID</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL AMOUNT</b>
1	Clearing and Grubbing	1	L.S.	\$	\$
2	Stormwater Pollution Prevention Plan (SWPPP)	1	L.S.	\$	\$
3	Unclassified Excavation* (F)	2,010	C.Y.	\$	\$
4	Tree Removal	11	EA	\$	\$
5	Construct 2" AC Surface Course, "Type C"	450	TON	\$	\$

6	Construct 3" AC Base Course, "Type B"	670	TON	\$	\$
7	Construct 5" CMB Under AC Pavement	1,110	TON	\$	\$
8	Apply Crack Seal and Type II Slurry Seal	100	E.L.T	\$	\$
9	Construct 8" Median Curb, Type "A"	1,500	L.F.	\$	\$
10	Construct 8" Parabolic Median Curb Transition	272	L.F.	\$	\$
11	Construct Variable Height Retaining Curb (8" to 14") Over 4" CMB	92	L.F.	\$	\$
12	Construct Variable Height Retaining Curb (0" to 8"), Type "A", Over 4" CMB	250	L.F.	\$	\$
13	Construct Variable Height Curb (0" to 8"), Type "A", Over 4" CMB	17	L.F.	\$	\$
14	Construct 8" Curb & Gutter, Type "C", Over 6" CMB	265	L.F.	\$	\$
15	Construct Modified 6" Curb & Gutter, Type "C", Over 6" CMB	650	L.F.	\$	\$
16	Construct Median 4" Stamped, Sand Colored PCC Over 4" Sand Over Compacted Subgrade	260	S.F.	\$	\$
17	Construct 4" PCC Sidewalk Over 4" CMB	3,250	S.F.	\$	\$
18	Construct 4" PCC Sidewalk (Bicycle/Pedestrian Pathway) Over 4" CMB)	14,250	S.F.	\$	\$
19	Construct 4" Concrete Curb Ramp (Case A) Over 4" CMB	3	EA.	\$	\$
20	Construct 4" Concrete Curb Ramp (Case B) Over 4" CMB	1	EA.	\$	\$
21	Construct Modified 4" Concrete Curb Ramp (Case F) over 4" CMB	1	EA.	\$	\$
22	Construct 8" PCC Spandrel Over 8" CMB	500	S.F.	\$	\$
23	Install 2" X 8" Redwood Header	225	L.F.	\$	\$
24	Regrade Existing Landscaping Area Behind PCC Sidewalk. Adjust Impacted Irrigation and Appurtenances As Needed	1	L.S.	\$	\$
25	Fill and Grade with Native Soil and Compact to 95% Relative Compaction. Furnish and Install 3"	1	L.S.	\$	\$

	Organic Mulch. Adjust, Replace or Modify Irrigation and Appurtenances As Needed				
26	Modify Irrigation as Necessary to Ensure Proper Head to Head Coverage of Irrigation	1	L.S.	\$	\$
27	Adjust, Replace or Modify Median Irrigation and Appurtenances As Needed	1	L.S.	\$	\$
28	Construct Case "A" Curb Opening Catch Basin (W=21')	1	EA.	\$	\$
29	Construct Case "B" Curb Opening Catch Basin (W=14')	1	EA.	\$	\$
30	Install Type V Inlet	1	EA.	\$	\$
31	Construct Local Depression	300	S.F.	\$	\$
32	Construct Concrete Collar for RCB	2	EA.	\$	\$
33	Construct Junction Structure-Pipe to Pipe	1	EA.	\$	\$
34	Furnish and Install 18" RCP, D-1500	20	L.F.	\$	\$
35	Reset Survey Monument	3	EA.	\$	\$
36	Relocate Existing Bus Bench and Debris Receptacle	1	EA.	\$	\$
37	Relocate Existing Irrigation Control Valves	11	EA.	\$	\$
38	Remove Existing Catch Basin Structure and Protect Existing Connector Pipe in Place. Fill and Compact Removal with Native Soil	3	EA.	\$	\$
39	Signing and Striping*	1	L.S.	\$	\$
40	Traffic Signal Modification, Interconnect and Full Functionality with the City's Traffic Management Center*	1	L.S.	\$	\$
41	Install Street Lighting Conduit	1	L.S.	\$	\$
42	Adjust Existing Sewer Manhole to Grade	1	EA.	\$	\$
43	Additional Work Items	1	F.A.	\$100,000.00	\$100,000.00
<b>BASE BID TOTAL:</b>				\$	

<b>ALTERNATIVE BID</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL AMOUNT</b>
44A	Construct 4" AC Surface Course, "Type C" (Bicycle/Pedestrian Pathway)	360	TON	\$	\$
45A	Construct 4" CMB Under AC Pavement (Bicycle/Pedestrian Pathway)	360	TON	\$	\$
<b>ALTERNATIVE BID TOTAL:</b>				\$	

**TOTAL BASE BID AMOUNT (IN FIGURES) \$** \_\_\_\_\_

**TOTAL BASE BID AMOUNT (IN WORDS)** \_\_\_\_\_

**TOTAL BASE BID + ALTERNATIVE BID AMOUNT (WITH BID ITEM NO. 18 REPLACED WITH ALTERNATIVE BID ITEMS NO. 44A and 45A) (IN FIGURES) \$** \_\_\_\_\_

**TOTAL BASE BID + ALTERNATIVE BID AMOUNT (WITH BID ITEM NO. 18 REPLACED WITH ALTERNATIVE BID ITEMS NO. 44A and 45A) (IN WORDS)** \_\_\_\_\_

The award of the Contract shall be based on the lowest responsive Base Bid amount. Should the CITY authorize the Base Bid and Alternative Bids, then the award amount shall be based on the lowest responsive Bid Amount determined as Base Bid plus cumulative Total Bid Amount of Alternative Bid Item No. 44A and Alternative Bid Item No. 45A minus the Bid Amount for Bid Item No. 18 (Construct 4" PCC Sidewalk (Bicycle/Pedestrian Pathway) Over 4" CMB).

The City reserves the right to delete one or more bid items and/or to increase and/or to decrease bid items' quantities.

*The CITY also reserves the right to reject all Bids.*

\_\_\_\_\_  
 Bidder's Initials

## PROPOSAL SCHEDULE (CONTINUED)

### NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. F.A. designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.
4. (\*) Schedule of Values shall be submitted before 4:00 PM of the 4th business day following the bid opening. Price includes the indirect cost mark up.
5. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

6. Bidder declares that it has read and understands Items 14 & 15 of Information for Bidders (Page B-2 and B-3).
7. Bidder agrees to initial or notarize (if applicable) all proposal pages where initials requires uploaded onto *PlanetBids*.

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Bidder's Initials

**PROPOSAL SCHEDULE  
(CONTINUED)**

(Please Type or Print)

Total Amount for Base Bid (in written words) \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_ )  
\_\_\_\_\_ in figures

Contractor's Lawful Name: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_ Bidder's Initials: \_\_\_\_\_

Contractor's License No. \_\_\_\_\_ Expiration: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Dun & Bradstreet Number: \_\_\_\_\_

Contractor's Taxpayer I.D. Number: \_\_\_\_\_

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

Contractor's Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number:( \_\_\_\_\_ ) \_\_\_\_\_ Mobile No.:( \_\_\_\_\_ ) \_\_\_\_\_

Fax Number: ( \_\_\_\_\_ ) \_\_\_\_\_ E-mail: \_\_\_\_\_

**24-Hour Emergency Contacts:**

_____	Name	Telephone Number: ( _____ ) _____
_____	Name	Mobile No.: ( _____ ) _____
_____	Name	Telephone No.: ( _____ ) _____
_____	Name	Mobile No.: ( _____ ) _____
_____	Name	Telephone No.: ( _____ ) _____
_____	Name	Mobile No.: ( _____ ) _____

\_\_\_\_\_  
Bidder's Initials

**PROPOSAL SCHEDULE  
(CONTINUED)**

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.

\_\_\_\_\_  
Bidder's Initials



Respectfully submitted,

\_\_\_\_\_  
 Contractor's Business Name

\_\_\_\_\_  
 Business Address: Street

\_\_\_\_\_  
 City State Zip

\_\_\_\_\_  
 Business Phone Number

\_\_\_\_\_  
 Name Title

\_\_\_\_\_  
 City State Zip

\_\_\_\_\_  
 Contractor Title

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

\_\_\_\_\_  
 Contractor's License No. and Classification

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Residence: Street

\_\_\_\_\_  
 Residence phone Number

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

Corporation

Taxpayer I.D. Number: \_\_\_\_\_

Name \_\_\_\_\_  
 Name \_\_\_\_\_  
 Name \_\_\_\_\_

Can Sign

Must Sign

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint venturers.

Partnership or Joint Ventures

Taxpayer I.D. Number: \_\_\_\_\_

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

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

\_\_\_\_\_  
 Bidder's Initials





### CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

\_\_\_\_\_

Contact Person: \_\_\_\_\_ No. of years in business: \_\_\_\_\_

Is the firm currently certified as a DBE under 49 CFR Part 26?  YES  NO

Type of work/services/materials provided by firm? \_\_\_\_\_

What was your firm's Gross Annual receipts for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

**BIDDER'S BOND TO ACCOMPANY PROPOSAL**

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, \_\_\_\_\_ as principals, and \_\_\_\_\_ as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, \_\_\_\_\_, if accepted by the City of Costa Mesa, and if the above bounden, \_\_\_\_\_, his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, \_\_\_\_\_, by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Contractor/ Principal  
(Notary Acknowledgement to be attached)

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

Surety/Power of Attorney  
(Notary Acknowledgment to be attached)

## **CONTRACT ASSURANCE**

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

The CONTRACTOR will require that the above provision is included in all subcontracts.

---

Bidder's Initial

**NONCOLLUSION AFFIDAVIT**

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

\_\_\_\_\_  
Contractor Firm Name  
\_\_\_\_\_  
Name of Principal  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Signature

Subscribed and sworn to before me by:  
\_\_\_\_\_  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Bidder's Initials

**CONTRACTOR'S CERTIFICATION  
OF  
WORKERS' COMPENSATION INSURANCE REQUIREMENTS  
FOR  
PUBLIC WORKS PROJECTS  
(Labor Code §1861)**

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

Dated: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_  
Company Name

PROJECT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Bidder's Initials



## **DRUG-FREE WORKPLACE POLICY**

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as Attachment No. 1 in the Project Specifications.

---

Bidder's Initials

**SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION  
PROJECTS**

Refer to pages DB-1 to DB-19 within the Special Provisions Section and the following  
pages P-19 to P-34

## FEDERAL REQUIREMENTS (BID PROPOSAL)

### ***Federal Lobbying Restrictions:***

Section 1352, Title 1352, Title 31, United States Code 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:

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

## **Design Engineer May Not Bid On Construction Contract**

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

## DEBARMENT AND SUSPENSION CERTIFICATION

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

## **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

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

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

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

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

### DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.



12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

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

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

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



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

Signature and Title of Bidder

Business Address \_\_\_\_\_

Place of Business \_\_\_\_\_

Place of Residence \_\_\_\_\_

## **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.

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### **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.

## **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.

**AFFIRMATIVE ACTION QUESTIONNAIRE  
ORDINANCE NUMBER 1451**

Paragraph B.1, Section 1.

1. All contractors and subcontractors shall submit for approval to the Affirmative Action Officer of the City and Federal Government, when necessary, prior to the award of a contract, a written Affirmative Action Program in which the contractor or subcontractor, as the case may be, agrees to meet the following minimum requirements:
  - a. The contractor or subcontractor shall recruit and hire a work force that reflects the ethnic composition of the resident population of the City. The most current census data shall be used as a guide in determining such required composition. In order to further the purpose of the project, the work force shall be recruited from the following areas in the order of their priority:
    1. The resident population of the official target areas of the City, as may be designated by the Affirmative Action Department or the Council;
    2. The resident population of the City as a whole; and
    3. No contractor or subcontractor shall be found to be in noncompliance solely on account of its goals within its timetable, but such contractors shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in Paragraph B, Subsection I, and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority and residential manpower utilization on all of its projects in the Costa Mesa community;
    4. The resident population of the unincorporated areas of the County contiguous to the City.
  - b. The contractor and all subcontractors shall be required to establish a plan for the hiring of minority workers. Such a plan shall include referral procedures for hiring programs, or any other comparable programs. The contractor or subcontractor pursuant to any such plan shall utilize any applicable Federal or locally subsidized program for the training and hiring of minority workers.
2. Upon acceptance of the respective Affirmative Action Programs by the Affirmative Action Officer of the City, such programs shall become a part of the contractor's and subcontractor's contracts as if fully set forth in its terms and conditions.

3. Compliance with the Affirmative Action Program Requirements shall be measured from the initial day of performance under the contract.

Title of Officer Signing \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**IMPORTANT:** This report must be completed by the prime contractor and each subcontractor. Complete all items unless otherwise instructed. If additional space is needed, use separate 8-1/2 x 11 blank sheets. **SUBMIT ORIGINAL OF THIS QUESTIONNAIRE TO: City Manager, City Manager's Office, P.O. Box 1200, Costa Mesa, California 92626.**

Part I \_\_\_\_\_ Prime Contractor \_\_\_\_\_  
Subcontractor

1. Name and address of reporting unit covered by this questionnaire.  
\_\_\_\_\_
2. Name and address of principal official or manager.  
\_\_\_\_\_
3. Name and address of principal officer of the company.  
\_\_\_\_\_
4. Name and address of parent company if an affiliated corporation.  
\_\_\_\_\_
5. Name and address of subcontractor(s). (Complete only if this is a subcontractor's report.)  
\_\_\_\_\_
6. Name and address of prime contractor. (Complete only if this is a subcontractor's report.)  
\_\_\_\_\_
7. \_\_\_\_\_  
Signature and Title of Authorized Representative
8. \_\_\_\_\_  
Date

Part II

1. Attach a statement of your company's policy on equal employment opportunity to all persons without regard to race, creed, color, national origin, or ancestry and describe what specific steps have been taken to put this policy into effect.
2. Have you informed company officials and representatives regarding the nondiscrimination provisions of City of Costa Mesa contracts? \_\_\_\_\_

3. Have you examined your company's practices regarding assignments, layoffs, or transfers of your employees from one job to another for evidence of practice or employment pattern that might appear to be discriminatory and based upon race, religion, or national origin? Are they nondiscriminatory? \_\_\_\_\_
4. Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? Yes - Safety Programs
  - a) How many people participate in these programs? \_\_\_\_\_
  - b) How many are minorities? \_\_\_\_\_
  - c) Does your help wanted advertising state that you are an equal opportunity employer, male or female? \_\_\_\_\_

5. Are any apprentices obtained from sources outside the employer's work force? \_\_\_\_\_ If yes, have you circulated information about apprenticeship openings or opportunities to the following?

State Employment Office \_\_\_\_\_

Newspapers or other media \_\_\_\_\_

High schools, including those in minority group areas \_\_\_\_\_

Local trade or vocational schools, including those with minority group students

\_\_\_\_\_

Agencies and/or organizations specializing in minority employment \_\_\_\_\_

Federal or State apprenticeship representatives \_\_\_\_\_

Name \_\_\_\_\_

Other - Name \_\_\_\_\_

6. If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the nondiscrimination provisions of the City of Costa Mesa contracts? \_\_\_\_\_
7. Have all recruitment sources been advised that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin? \_\_\_\_\_
8. Identify (names and addresses) the employment agencies, personal recruitment organizations, newspaper advertising or other nonunion sources from which the company recruits its personnel.

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



Part III

1. Have you a collective bargaining agreement with a labor union or other organization?  
\_\_\_\_\_
2. If yes, specify the union(s) or organization(s).  
\_\_\_\_\_
3. Have you advised the labor union and/or worker organization of the company's responsibility under the nondiscrimination provisions of City contracts? \_\_\_\_\_
4. Approximately what percentage of your employees covered by union agreements are referred by or hired through the unions?  
\_\_\_\_\_
5. Does the company's collective bargaining agreement or other contract or understanding with a labor union (or unions) or other worker organization include a nondiscrimination in employment provision? \_\_\_\_\_
6. Is there any labor union or worker organization policy which prevents you from fulfilling your obligations under the nondiscrimination provisions of City contracts? \_\_\_\_\_  
  
If so, specify \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Specify the trade(s) or craft(s) involved in this contract.  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION WITH REGARD TO THE PERFORMANCE  
OF PREVIOUS CONTRACTS OR SUBCONTRACTS  
SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE  
AND THE FILING OF REQUIRED REPORTS**

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.

# FEDERAL REQUIREMENTS FOR DISADVANTAGED BUSINESS ENTERPRISES (UPDATED MAY 2023)

## GENERAL

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

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

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

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

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

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

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

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

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers.

Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.

- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

#### **A. Nondiscrimination Statement**

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

#### **B. Contract Assurance**

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

#### **C. Prompt Progress Payment**

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

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

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

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

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

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

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

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

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

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

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

#### Termination of DBE Subcontractors

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

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

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

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

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

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

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

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
  - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
  - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:

- Quote for bid item work and description of work to be performed
  - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
  - Revised Subcontracting Request form
  - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
  - Solicitations of DBEs for performance of work identified
  - Correspondence with interested DBEs that may have included contract details and requirements
  - Negotiation efforts with DBEs that reflect why an agreement was not reached
  - If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
  - Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
  - Additional documentation that supports the GFE

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

#### **F. Commitment and Utilization**

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

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

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

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:

- Name and business address of each 1<sup>st</sup>-tier subcontractor
- Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

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

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

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

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

### **G. Running Tally of Attainments**

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

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

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

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

### **H. Commercially Useful Function**

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

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

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

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a



CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

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

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

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

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

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

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

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

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

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

#### **I. Use of Joint Checks**

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

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

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

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

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

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

**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: CML-5312(104)

Photocopy this form for additional firms.

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

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

**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.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: CML-5312(104)

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

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

### Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: City of Costa Mesa      2. Contract DBE Goal: 16%  
 3. Project Description: Multi-modal Improvements at the Intersection of Adams Avenue and Pinecreek Drive  
 4. Project Location: Multi-modal Improvements at the Intersection of Adams Avenue and Pinecreek Drive  
 5. Bidder's Name: \_\_\_\_\_ 6. Prime Certified DBE:  7. Bid Amount: \_\_\_\_\_  
 8. Total Dollar Amount for **ALL** Subcontractors: \_\_\_\_\_ 9. Total Number of **ALL** Subcontractors: \_\_\_\_\_

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

<b>Local Agency to Complete this Section upon Execution of Award</b>		<b>16. TOTAL CLAIMED DBE PARTICIPATION</b>		<b>\$ 0.00</b>
22. Local Agency Contract Number:		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.		0.00 %
23. Federal-Aid Project Number:	CML-5312(104)			
24. Bid Opening Date:				
25. Contract Award Date:				
26. Award Amount:		Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		
27. Local Agency Representative's Signature	28. Date	17. Preparer's Signature	18. Date	
29. Local Agency Representative's Name	30. Phone	19. Preparer's Name	20. Phone	
31. Local Agency Representative's Title		21. Preparer's Title		

- DISTRIBUTION:** 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.  
 3. Include additional copy with award package.

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

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

**LOCAL AGENCY SECTION**

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

**EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS**

Cost Proposal Due Date \_\_\_\_\_ PE/CE

Federal-aid Project No(s) CML-5312(104) Bid Opening Date \_\_\_\_\_ CON

The City of Costa Mesa established a Disadvantaged Business Enterprise (DBE) goal of 16.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:



F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

**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 CML-5312(104)		3. Local Agency City of Costa Mesa		4. Contract Acceptance 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.

<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
<b>I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAVE BEEN MONITORED</b>			
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

DB-16

**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 Acceptance Date** - Enter the date the contract was accepted by the Local Agency.
- 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. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. If the materials or supplies are purchased from a DBE regular dealer/supplier, count 60% of the cost of the materials or supplies toward DBE goals. 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.



**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)  
CERTIFICATION STATUS CHANGE**

- 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. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. 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.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.



**CITY OF COSTA MESA  
PUBLIC WORKS DEPARTMENT  
PART I - GENERAL PROVISIONS**

The work embraced herein shall be done in accordance with the **latest Edition of the Standard Specifications and the Standard Plans, of the California Department of Transportation (CALTRANS)** insofar as the same may apply and these special provisions.

In case of conflict between the CALTRANS Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

**BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

If awarded the Contract, the undersigned agrees to commence all preparatory work such as potholing, submittals, SWPPP, traffic control plans, ordering long-lead materials, etc. within ten (10) business days after date of contract and commence the Work under the Contract **WITHIN TWENTY (20) WEEKS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN NINETY (90) WORKING DAYS**

The Contractor shall pay to the City of Costa Mesa the sum of \$5,200 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above, unless an extension is granted by the City in writing.

The City and Coast Community College District will provide Contractor with Orange Coast College's event schedule and requirements for access on specific dates and/or timeframes to the College's property on Adams Avenue. The City and Contractor are to coordinate construction activities to minimize impacts to College events. Any construction delays caused by the College's events will not be counted against the total number of working days.

**WORK TO BE DONE:**

The scope of work generally consists of intersection improvements and traffic signal modification at the intersection of Adams Avenue and Pinecreek Drive. The safety improvements include removal of the existing eastbound and northbound right-turn slip lanes into traditional right turn lanes, installation of new multi-use concrete paths, concrete curb ramps, concrete driveways, traffic and parking signs, pavement striping and markings, green bicycle pavement markings and bicycle box, traffic signal modifications which include new poles and video detection equipment and slurry sealing of the project area.

The work to be performed consists of saw cutting and removal of A.C. pavement and base materials, providing, constructing and/or installation: Class A topsoil; PCC curb and PCC sidewalk/multi-use path; PCC curb and gutter; relocation of a catch basin and lateral; construction of parkway drains; AC pavement; Type II slurry seal over existing asphalt; utility adjustments; signing and striping improvements; landscaping and irrigation modifications; major traffic signal modification; and other work noted on the plans.

**LABOR SURCHARGE:**

The following shall have precedence over the mark-ups set forth in the Caltrans Labor Surcharge and Equipment Rental Rates. All other rates set forth in the equipment rental rates shall apply. The compensation for employer's payments of payroll taxes; workers compensation insurance; liability insurance; health and welfare; pension; vacation; apprenticeship funds; other direct costs resulting from Federal, State, or local laws; and for assessments or benefits required by lawful collective bargaining agreements to be applied to the actual cost for wages shall be 23 percent for regular time and overtime.

**MARKUP:**

**Work by Contractor:** The allowance for overhead and profit to be added to the Subcontractor's costs shall be as follows:

**Equipment and Material:** 15%

**Labor:** 20%

To the sum of the costs and markups provided for in this section, 1 percent (1%) shall be added as compensation for bonding.

**Work by subcontractor:** The allowance for the Contractor's overhead and profit to be added to the sum of the Subcontractor's costs and markup shall be five percent (5%).

No markups will be allowed for second tier or higher subcontractors.

**PAYMENT FOR ITEMS OF WORK REQUIRED BY CONTRACT DOCUMENTS OR SHOWN ON THE PLANS FOR WHICH THERE IS NO BID ITEM:**

The Contractor shall include the cost for compliance with the contract documents and the completion of work shown on the plans within the bid item of work. If there is no bid item of work, the costs are to be included in the mobilization bid item of work or the various items of work should there be no mobilization bid item. The Contractor shall address all items of work shown on the plans or in the specification within the project costs and no other compensation shall be allowed.

**SECTION 1. SPECIFICATIONS AND PLANS**

**1-1.01 GENERAL** – The Standard Specifications and these special provisions, definitions have been revised to reflect the City of Costa Mesa as the awarding agency. The definitions and terms shall be understood to mean that the City of Costa Mesa is administering the project. All references utilizing similar definitions in the specifications in regard to ownership of facilities, ownership of right-of-way, and permit conditions shall remain as originally intended.

**1-1.07B Glossary** – Revisions to the glossary to reflect the City of Costa Mesa's interpret terms.

**ACCEPTANCE** – The formal acceptance by the City Council of an entire contract which has been completed in all respects with the plans and specifications and any modifications thereof previously approved.

**AGENCY** – The City of Costa Mesa.



**CITY** – The City of Costa Mesa.

**CONTRACTOR** – The party who undertakes for a stated price to supply goods or to perform a construction job or other project for the City of Costa Mesa.

**DEPARTMENT** – City Council of the City of Costa Mesa, State of California.

**DIRECTOR** – The Public Works Director for the City of Costa Mesa or his designee.

**ENGINEER** – The Project Manager for the City of Costa Mesa or his authorized representative.

**LABORATORY** – An established laboratory approved and authorized by the Engineer for testing materials and work involved in the contract.

**HOLIDAYS** – The City observed holidays are: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. The observance date shall concur with Federal guidelines. Also, the City is closed every Saturday and Sunday.

**LIQUIDATED DAMAGES** – The amount prescribed in the specifications to be paid to the City or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the specifications.

**OFFICE OF STRUCTURAL DESIGN** – The Project Manager for the City of Costa Mesa or his designated representative.

**PROPOSAL FORM** – The approved form upon which the City requires formal bids be submitted.

**PROPOSAL GUARANTY** – The cash, cashier's check, certified check, or Bidder's bond accompanying the proposal submitted by the Bidder, as a guaranty that the Bidder will enter into a contract with the City for the performance of the work if the contract is awarded to him.

**STATE** – The City of Costa Mesa, except in reference to laws, codes and other legal aspects.

**STATE HIGHWAY ENGINEER** – The City Engineer of the City of Costa Mesa, State of California.

**TRANSPORTATION BUILDING-SACRAMENTO** – City Hall, City of Costa Mesa, State of California.

**1-1.08 DISTRICTS** – The district and office shall refer to the City of Costa Mesa, 77 Fair Drive, Costa Mesa, CA 92627.

**1-1.11 WEBSITES, ADDRESSES, AND TELEPHONE NUMBERS** – Shall reference the City of Costa Mesa.

**1-1.12 MISCELLANY** – Make checks and bonds payable to the City of Costa Mesa.

## **SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS**

**2.1.01A GENERAL** – The bidder’s attention is directed to the provisions in Section 2, “Proposal Requirements and Conditions” of the Standard Specification and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid. In addition to the subcontractors required to be listed in conformance with Section 2-1.054, “Required Listing of Proposed Subcontractors,” of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder’s Bond mentioned in the last paragraph in Section 2-1.07, “Proposal Guaranty,” of the Standard Specifications will be found following the signature page of the Proposal.

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

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 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. Each subcontract signed by the bidder must include this assurance.

**2-01B FEDERAL LOBBYING RESTRICTIONS** – Section 1352, Title 1352, Title 31, United States Code 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:

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

(3) A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

**2-1.01C REQUEST FOR INTERPRETATION** – If any person contemplating submitting a bid is in doubt as to the meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may make a request to the Engineer, in writing, for an interpretation or correction thereof. The person submitting such a request shall be responsible for its prompt delivery. All such interpretations of the contract documents will be made only by addenda, duly issued, and a copy of each such addendum will be mailed, faxed or delivered to each person receiving a set of contract documents at his last address or record. The CITY will not be responsible for any other explanations or interpretations of the contract documents.

**2-1.03 CONTRACTOR REGISTRATION** – No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

**2-1.06 BID DOCUMENTS** – The “Bid Book” book referenced in the Standard Specifications shall be the Proposal package insert within the Specifications. Proposal shall be made and submitted on proposal forms in accordance with the Notice Inviting Bids. In addition to the required signatures in the spaces provided in the proposal forms, each Bidder shall initial as requested.

Proposals with interlineations, alterations, and erasures shall be initialed by the Bidder's authorized agent. Alternative proposals, special conditions, or other limitations or provisions affecting the bid, except as such called for in the contract documents, will render the bid informal and may cause its rejection.

All proposals must give the prices bid for the various items of work and must be signed by the Bidder, who shall give his address. Each bid shall have thereon the affidavit of the Bidder that such bid is genuine and not sham nor collusive, nor made in the interest nor behalf of any other person not therein named and that the Bidder has not directly nor indirectly induced or solicited any other Bidder to put in a sham bid, nor induced nor solicited any person, firm, partnership, corporation, or combination thereof to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure himself an advantage over any other Bidder.

**2-1.06A GENERAL** – The Bid book shall refer to the PROPOSAL. The Notice to Bidders shall refer to the City's Notice Inviting Bids.

**2-1.06B SUPPLEMENTAL PROJECT INFORMATION** – Contact the ENGINEER for all available information.

**2-1.07 JOB SITE AND DOCUMENT EXAMINATION** – Examine the job site and bid documents. Notify the Department of apparent errors and patent ambiguities in the plans, specifications, and Bid Item List. Failure to do so may result in rejection of a bid or rescission of an award. Bid submission is your acknowledgment that you have examined the job site and bid documents and are satisfied with:

1. General and local conditions to be encountered.
2. Character, quality, and scope of work to be performed.
3. Quantities of materials to be furnished.
4. Character, quality, and quantity of surface and subsurface materials or obstacles.
5. Requirements of the contract.

**2-10A SUBCONTRACTING** – The provisions that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than fifty percent (50%) of the original contract price, *is not* changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than thirty percent (30%) of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractor's 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 web site at:

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

## **2-1.10B SUBCONTRACTOR LIST**

On the Subcontractor List form, list each subcontractor that will perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.
3. Public works contractor registration number.
4. Portion of work it will perform. Show the portion of the work by:
  - 4.1. Bid item numbers for the subcontracted work
  - 4.2. Percentage of the subcontracted work for each bid item listed
  - 4.3. Description of the subcontracted work if the percentage of the bid item listed is less than 100 percent.

## **2-1.12 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

### **2-1.12A General**

**Section 2-1.12 applies to a federal-aid contract.**

*\*\*DBE requirements have been updated as of May 2023. Please see updated requirements outlined on pages DB1 to DB8. Contractor may also refer to Exhibit 12-G attached in Appendix 3\*\**

### **Contract Assurance:**

Under 49 CFR 26.13(b): The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, 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.

Include this assurance in each subcontract you sign with a subcontractor.

### **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.

### **2-1.12B Disadvantaged Business Enterprise Goal**

#### **2-1.12B(1) General**

**The Disadvantaged Business Enterprise (DBE) contract goal for this project is SIXTEEN PERCENT (16%).**

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

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

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

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

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

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

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

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

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

#### **2-1.12B(2) DBE Commitment Submittal**

Submit DBE information under section 2-1.33.

Submit a copy of the quote from each DBE shown on the DBE Commitment form that describes the type and dollar amount of work shown on the form no later than 4 p.m. on the 5th day after bid opening. If the last day for submitting the quote falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the 5th day.

Submit a DBE Confirmation form for each DBE shown on the DBE Commitment form to establish that it will be participating in the Contract in the type and dollar amount of work shown on the form. If a DBE is participating as a joint venture partner, submit a copy of the joint venture agreement.

Failure to submit a completed DBE Confirmation form and a copy of the quote from each DBE will result in disallowance of the DBE's participation.

### **2-1.12B(3) DBE Good Faith Efforts Submittal**

You can meet the DBE requirements by either documenting commitments to DBEs to meet the Contract goal or by documenting adequate good faith efforts to meet the Contract goal. An adequate good faith effort means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If you have not met the DBE goal, complete and submit the DBE Good Faith Efforts Documentation form under section 2-1.33 showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed toward obtaining participation by DBEs are considered.

Submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Department finds that the DBE goal has not been met.

Refer to 49 CFR 26 app A for guidance regarding evaluation of good faith efforts to meet the DBE goal. The Department considers DBE commitments of other bidders in determining whether the low bidder made good faith efforts to meet the DBE goal.

## 2-1.12B(5) DBE RUNNING TALLY OF ATTAINMENTS

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

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

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

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

### **Commercially Useful Function**

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

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

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

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

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

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations



and validations by the 5th of the month for the previous three (3) months of work.

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

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

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

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

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

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

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

**2-1.15 DISABLED VETERAN BUSINESS ENTERPRISES** – This section does not apply to the contract.

**2-1.18 SMALL BUSINESS AND NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCES** – This section does not apply to the contract.

**2-1.27 CALIFORNIA COMPANIES** – This section does not apply to the contract.

**2-1.40 WITHDRAWAL OF PROPOSALS** – Any bidder may withdraw his bid, either personally, or by telegraphic or written request, at any time prior to the scheduled closing time for the receipt of bids. It

is the sole responsibility of the Bidder to see that any such telegraphic or written request is delivered to the City Clerk prior to said closing time. Bid security of such Bidders will be returned promptly to the Bidder.

**2-1-43 BID OPENING** – The Agency publicly opens and reads bids at the time and place shown on the *Notice Inviting Bids*.

**2-1.50 BID RIGGING** – Section 2-1.50 applies to a federal-aid contract.

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.

**2-1.60 FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit notification of:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the Agency's approval for this submitted information before you start work. The Agency credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman.
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training.

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The Agency and FHWA approve a program if one of the following is met:

1. It is calculated to:
  - Meet the your equal employment opportunity responsibilities
  - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts.

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

1. 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 Agency reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
  - Contribute to the cost of the training
  - Provide the instruction to the apprentice or trainee
  - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

### **SECTION 3. AWARD AND EXECUTION OF CONTRACT**

**3-1 GENERAL** – The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

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

A "Construction Contract DBE Commitment, Exhibit 15-G " form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

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

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

The Construction Contract DBE Commitment, Exhibit 15-G form should be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

**3-1.01A AWARD OF CONTRACT** – The award of contract, if awarded, will be to the lowest responsible bidder whose proposal complies with all requirements of the Notice Inviting Bids, these special provisions, and the Standard Specifications. The BIDDER, upon notification as the "apparent low bidder," shall comply with the CITY'S insurance and bonding requirements by submitting the required insurance certificates and bonds within fourteen (14) days after the mailing of a notice to the BIDDER that the contract is ready for execution. The contract will be awarded within sixty (60) days of after the opening of proposals. The award of contract will occur after the receipt of properly approved insurance certificates and bonds pursuant to CITY requirements spelled out in these specifications. BIDDER must take particular note of "insurance requirements" contained in these specifications and sample agreement included within the contract documents, and should provide that information to his insurance broker in order that a properly executed certificate is submitted. The CITY, however, reserves the right to reject any or all bids and to waive any informality in the bids received.

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

The contract shall be signed by the successful bidder and returned, together with the contract bonds and insurance, prior to the award of contract by City Council.

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

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

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

The " Construction Contract DBE Commitment, Exhibit 15-G " form shall be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

### **3-1.03 CONTRACTOR REGISTRATION**

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

**3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)** – The successful bidder must furnish 2 surety bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the total bid.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the total bid.

The Department provides bond forms to the successful bidder.

The performance bond required shall not be reduced and shall continue in full force and effect for the duration of the guaranty period.

Before execution of the contract, Bidder shall file surety bonds with the Agency to be approved by the City Council in the amounts and for the purposes noted below. Bonds issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the contract shall be deemed to be approved unless

specifically rejected by the Agency. Bonds from all other sureties shall be accompanied by all of the documents enumerated in Code of Civil Procedure 995.660(a). The Bidder shall pay all bond premiums, costs, and incidentals.

Each bond shall incorporate, by reference, the contract and be signed by both the Bidder and surety and the signature of the authorized agent of the surety shall be notarized.

The Bidder shall provide two good and sufficient surety bonds. The "Payment Bond" (Material and Labor Bond) shall be for not less than 100 percent of the contract price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the work. The bond shall be maintained by the Contractor in full force and effect until the work is accepted by the Agency and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.

The "Performance Bond" shall be for 100 percent of the contract price to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the Agency, and that all materials and workmanship will be free from original or developed defects. The bond must remain in effect until the end of all warranty periods set forth in the contract.

Should any bond become insufficient, the Contractor shall renew the bond within 10 days after receiving notice from the Agency.

Should any surety at any time be unsatisfactory to the City notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the contract until a new surety shall qualify and be accepted by the City.

Changes in the work or extensions of time, made pursuant to the contract, shall in no way release the Contractor or surety from its obligations. Notice of such changes or extensions shall be waived by the surety.

The "Performance Bond" and the "Labor and Material Bond" as specified in this section shall be for one hundred percent (100%) of the contract price. The Labor and Material Bond shall be maintained by the Contractor in full force and effect for at least seven (7) months following the filing of the Notice of Completion. The Performance Bond shall also be kept by the Contractor in full force and effect for at least six (6) months following the filing of the Notice of Completion.

BIDDER shall provide the following:

A certified copy of the certificate of authority of the surety issued by the Insurance Commissioner.

Copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code

**3-1.06 CONTRACTOR LICENSE** – The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

### **3-1.07 INSURANCE POLICIES**

The successful bidder must submit:

Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form no. CG 00 01 or similar

exclusions are allowed if not inconsistent with section 7-1.06. The allowance of additional exclusions is at the discretion of the Department.

Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, must set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance must provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.

Declaration under the penalty of perjury by a CPA certifying the accountant has applied GAAP guidelines confirming the successful bidder has enough funds and resources to cover any self-insured retentions if the self-insured retention is over \$50,000.

If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, the Bidder must submit a certificate of consent to self-insure under Labor Code § 3700.

### **3-1.13 FORM FHWA-1273**

For a federal-aid contract, form FHWA-1273 is included with the Contract form in the documents sent to the successful bidder for execution. Comply with its provisions. Interpret the training and promotion section as specified in section 7-1.11A.

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 CFR633.102(e).

**3-1.18(a) FAILURE TO EXECUTE CONTRACT** – Failure to comply with insurance and bonding requirements as specified in the agreement and in the specifications, proposal, or Notice Inviting Bids shall be considered grounds for the revocation and rejection of the bid and forfeiture of bid security. No proposal shall be considered binding upon the City until the execution of the agreement by the City. In case of conflict, the agreement shall have precedence over all other written specifications.

**3-1.19 RETURN OF BID SECURITY** – The bid security of the BIDDER whose bid is accepted will be held by the CITY until the contract has been executed and the accompanying insurance certificates, performance bond and labor and materials bond are approved and filed, whereupon the bid security will then be returned to the BIDDER.

The bid security of the second and third lowest BIDDERS will be retained until the contract is awarded to and executed by the BIDDER whose bid is accepted, or until 60 days after the opening of bids, whichever period is shorter. The bid security of all BIDDERS other than the three lowest will be returned promptly after the opening of bids.

If a BIDDER fails or refuses promptly to execute the agreement to do the work or fails or refuses to comply with insurance and bonding requirements, the bid security shall be forfeited to the CITY and shall be collected and paid into the General Fund of the CITY.

## **SECTION 4. SCOPE OF WORK**

**4-1.05 CHANGES AND EXTRA WORK** – This section has been modified, reference Section 9.01A herein.

**4-1.06 DIFFERING SITE CONDITIONS (23 CFR 635.109)** – This section has been modified, reference Section 9.01A herein.

## **SECTION 5. CONTROL OF WORK**

**5-1.01 PLANS AND SPECIFICATIONS** – Contractor will obtain from the Engineer, free of charge, up to 10 copies of plans, and special provisions that are reasonably necessary for the execution of work.

Bidder shall, at his own expense, obtain copies of the Standard Specifications and the Standard Plans for his general use.

**5-1.02 PRECEDENCE OF CONTRACT DOCUMENTS** – If there is conflict between Contract Documents, the document highest in precedence shall control. The precedence shall be:

1. Permits from other agencies as may be required.
2. Change Orders or Supplemental Agreements, whichever occurs last
3. Contracts / Agreements
4. Addenda
5. Bid Proposal
6. Special Provisions
7. Plans
8. Standard Plans (City of Costa Mesa)
9. Standard Plans (Caltrans)
10. Standard Specifications (Caltrans)
11. Reference Specifications (City of Costa Mesa, and GREENBOOK).
12. Standard Plans (APWA)

Detailed drawings shall have precedence over the general drawings.

**5-1.03 AUTHORITY OF BOARD AND ENGINEER** – When any of the various units or operations of the work have been suspended, the Contractor shall give at least 24 hours advance notice of the time when he or his subcontractor will start or resume any of such units or operations. That notice is to be given during working hours, exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the ENGINEER to make necessary assignments to his representative on the work.

Any work performed in conflict with said notice, without the presence or approval of the ENGINEER, or work covered up without notice, approval or consent may be rejected or ordered to be uncovered for examination at Contractor's expense and shall be removed at Contractor's expense, if so ordered by the ENGINEER or his representative on the work. Any unauthorized or defective work, defective material or workmanship or any unfaithful or imperfect work that may be discovered before the final payment and final acceptance of work shall be corrected immediately by the Contractor without extra charge even though it may have been overlooked in previous inspections and estimates or may have been caused due to failure to inspect the work.

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing by the Contractor after the same has been approved by the ENGINEER, except by direction of the ENGINEER in writing. Deviations from the approved plans, as may be required by critical conditions of construction, must be authorized in writing by the ENGINEER.



All instructions, rulings and decisions of the ENGINEER shall be in writing and are binding on all parties unless a formal protest is made as provided in the following paragraph:

If the Contractor considers any work demanded of him to be outside the requirements of the contract, or if he considers any instruction, ruling or decision of the ENGINEER or ENGINEER'S representative to be unfair, the Contractor shall, within ten (10) days after any such demand is made, or instruction, ruling or decision is given, file a written protest with the ENGINEER, stating clearly and in detail his objections and reasons therefor. Except for such protests and objections as are made of record, in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for extra work, damages and extensions of time on account of demands, instructions, rulings and decisions of the ENGINEER.

Upon receipt of any such protest from the Contractor, the ENGINEER shall review the demand, instruction, ruling or decision objected to and shall promptly advise the Contractor, in writing, of his final decision, which shall be binding on all parties, unless within the ten (10) days thereafter the Contractor shall file with the BOARD a formal protest against said decision of the ENGINEER. The BOARD shall consider and render a final decision on any such protest within thirty (30) days of receipt of same. If the BOARD fails to consider and render a final decision on any such protest within thirty (30) days of receipt of the same, the protest shall be deemed denied.

**5-1.09 PARTNERING** – The State will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

**5-1.16 REPRESENTATIVE** – Contractor shall file with the ENGINEER the addresses and telephone numbers where he or his designated representative may be reached during hours when the work is not in progress.

Instructions and information given by the ENGINEER to the Contractor's authorized representative or at the address or telephone numbers filed in accordance with this section shall be considered as having been given to the Contractor.

The Contractor shall have on the work site at all times a competent English-speaking superintendent, as his agent, capable of reading and thoroughly understanding the plans and specifications and other related documents.

**5-1.08 INSPECTION** – If the Contractor requests and receives approval from the ENGINEER to receive inspection services from the CITY outside of a normal eight (8) hour day/forty (40) hour work week or on Saturday, Sunday, or CITY holidays, the Contractor shall arrange with the CITY and ENGINEER for the special inspection services and Contractor shall pay for such special inspection services at a fee as established by the ENGINEER to defray the cost for such service.

**5-1.13B(1) SUBCONTRACTOR AND DISADVANTAGED BUSINESS ENTERPRISE RECORDS**

\*\*DBE requirements have been updated as of May 2023. Please see updated requirements outlined on pages DB1 to DB8. Contractor may also refer to Exhibit 12-G attached in Appendix 3\*\*

## **Commitment and Utilization**

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

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement. If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment Form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

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

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

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

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

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

### **5-1.13(B)(2) PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES**

*\*\*DBE requirements have been updated as of May 2023. Please see updated requirements outlined on pages DB1 to DB8. Contractor may also refer to Exhibit 12-G attached in Appendix 3\*\**

Section 5-1.13(B)(2) applies if a DBE goal is shown on the *Notice to Bidders*.

DBEs must perform work or supply materials as listed on the DBE Commitment form.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or those of an affiliate, a non-DBE firm, or another DBE firm or obtain materials from other sources without authorization from the Department.

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

1. Listed DBE fails or refuses to execute a written contract based on the plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor license and the listed DBE does not have a valid license under the Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the Contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Department determines other documented good cause under 49 CFR 26.53.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 business days to respond to your notice and advise you and the Department of the reasons why the use of other forces or sources of materials should not occur.

Your request to use other forces or material sources must include:

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

If the Department authorizes the termination or substitution of a listed DBE, make good faith efforts to find another DBE. The substitute DBE must (1) perform at least the same dollar amount of work as the original DBE under the Contract to the extent needed to meet the DBE goal and (2) be certified as a DBE with the most specific available NAICS or work code applicable to the type of work the DBE will perform on the Contract at the time of your request for substitution. Submit your documentation of good faith efforts within 7 days of your request for authorization of the substitution. The Department may authorize a 7-day extension of this submittal period at your request. Refer to 49 CFR 26 app A for guidance regarding evaluation of good faith efforts to meet the DBE goal.

Unless the Department authorizes a request to terminate or substitute a listed DBE, the Department does not pay for work unless it is performed or supplied by the DBE listed on the DBE Commitment form. You may be subject to other sanctions under 49 CFR 26.

### **5-1.13 (1) Termination and Replacement of DBE Subcontractors**

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. A prime contractor cannot terminate or perform any work of a DBE listed on Exhibit 15-G: Construction Contract DBE

Commitment or Exhibit 10-O2: Consultant Contract DBE Commitment neither can it substitute any work for a DBE subcontractor without the written consent of the LPA prior to any replacement taking place. Unless the LPA's prior written consent is provided, the contractor is not entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G or Exhibit 10-O2. After affording the DBE due process (see Termination of DBE Subcontractors below), when a prime contractor receives written permission from the LPA to terminate it must then make adequate Good Faith Efforts (GFEs) for any necessary replacement of a DBE subcontractor to the extent needed to meet the DBE commitment.

### **5-1.13 (2) Termination of DBE Subcontractors**

The LPA must include in each prime contract a provision stating that the contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is item listed in the contract unless the contractor obtains the LPA's written permission.

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

- The listed DBE subcontractor fails or refuses to execute a written contract
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law
- Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law or is not properly registered with the California Department of Industrial Relations as a public works contractor.
- The LPA has determined that the listed DBE subcontractor is not a responsible contractor
- The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal
- The listed DBE is ineligible to receive DBE credit for the type of work required
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract
- Other documented good cause that the LPA determines compels the termination of the DBE subcontractor

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

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice

to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
  - One or more above listed justifiable reasons along with supporting documentation.
  - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
  - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

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

#### **5-1.13B (2) (d) Replacement of DBE Subcontractors**

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

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

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
  - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
  - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
    - Quote for bid item work and description of work to be performed
    - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
    - Revised Subcontracting Request form
    - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

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

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

#### **5-1.13E Prompt Payment**

**The contractor shall follow the new Prompt Payment Certification requirements outlined in Caltrans DLA office Bulletin #23-02 (May 2023)**

Section 5-1.13E applies to all contracts.

Pay your subcontractors within 7 days of receipt of each progress payment under Pub Cont Code § 10262 and 10262.5. Pay other entities, such as material suppliers, within 30 days of receipt of each progress payment.

Each month, after the 15th and prior to 20th, submit the following payment information through the Department's prompt payment monitoring system at <https://caltrans.dbesystem.com>:

1. Subcontractor's or entity's business name
2. Description of work performed
  - 2.1. Bid item numbers or change order numbers
  - 2.2. Written narrative of work performed
3. Value of work performed
4. Amount paid to subcontractor or entity
5. Withhold amount, if applicable
6. Explanation of withhold reasoning, if applicable.

Your subcontractors and other entities may validate payments received using the prompt payment monitoring system.

If a subcontractor's or other entity's work is in dispute, provide a written withhold notification to the subcontractor or entity and the Engineer no later than 7 days after receipt of the corresponding progress payment that includes the following:

1. Value of the disputed work
2. Amount of the withhold being taken

3. Bid item numbers or change order numbers associated with the disputed work
4. Explanation of the deficiencies of the disputed work and how the corresponding value was calculated
5. Corrective actions to be taken for release of withheld amount.

The Department may request additional documentation from you to evaluate whether you applied the withhold in good faith.

If the Department determines your withhold was not applied in good faith or that you failed to submit the required withhold notification, the Department may withhold the same amount from your future progress pay estimate. The Department may also apply a 2 percent penalty on the withhold amount for every month payment is not made.

### **5-1.13B (3) Use of Joint Checks**

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

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

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

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1). Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

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

**5-1.20(B) UTILITIES: LOCATION** – Locations of utilities shown on plans are approximate only and are based on a search of available records. Prior to commencing any other work, Contractor shall carefully excavate and determine precise locations and depths of all utilities, including service connections, shown on the plans and marked in the field, which may affect or be affected by Contractor's operations. This work shall be done in accordance with Section 8-1.10 of the Standard Specifications. Contractor shall not be compensated for any delays or extra work brought about by his failure to perform the above-mentioned work. Contractor shall be responsible for any damage to existing utilities shown on the plan.

Attention is directed to the possibility of utility mains or laterals within the project limits. The Contractor shall have the locations of the various utility facilities within reconstruction areas marked on the surface prior to construction and protect them during the removal and reconstruction procedures. The

Contractor shall contact the City Transportation Services Department to locate traffic signal conduit within the reconstruction areas.

The Contractor shall remove any abandoned underground utility lines encountered during construction. The Contractor shall be responsible for any damage to existing utilities.

**5-1.20(C) UTILITIES: PROTECTION** – The Contractor shall be responsible for protecting and supporting all existing utilities and maintaining the location of and access to all gate valves during construction. When damage to existing utilities is caused by the Contractor's operations, the Contractor shall, at his expense, repair or replace damaged facilities promptly, in accordance with Sections 8-1.10 and 15 of the Standard Specifications and the standards of each affected utility. Should the Contractor fail to perform the required repairs or replacements, the cost of performing such repairs or replacement by others shall be deducted from any monies due or to become due the Contractor.

**5-1.20(D) UTILITIES: RELOCATION AND ABANDONMENT** – Any miscellaneous utilities to be relocated by the Contractor, as indicated on the plans, shall be relocated in a workmanlike manner, and all such work shall be done only at such times which are acceptable to the utility owner. The Contractor shall schedule his relocation work in cooperation with the utility owner and shall be responsible for any costs resulting from the Contractor's failure to do the work at times which are acceptable to the owner. The Contractor shall notify owners of the following at least forty-eight (48) hours in advance of any work on any of their facilities.

Where existing utility main lines and conduits (excluding sewer main lines) and all utility service lines (excluding sewer laterals) are to be relocated or declared abandoned by the affected utility companies, the Contractor shall be responsible for contacting the respective utility representatives for coordinating the relocations and for determining the abandonment. The Contractor shall proceed with excavation in such a manner that will allow utility companies adequate and reasonable time to relocate service lines. The Contractor shall not be compensated for any delays caused by failure to coordinate the above work with utility companies.



## Utility Contacts:

### AT&T

Valentina Gipson (right-of-way)  
3939 E Coronado St, Rm 2030  
Anaheim, CA 92807  
(o) 714-618-9132  
Email: [vk3921@att.com](mailto:vk3921@att.com)  
Ernest Estacio (Engineer for Costa  
Mesa)  
1452 Edinger Ave, 3rd Floor  
Tustin, CA 92780  
(o) 714-618-9128  
Email: [ee9318@att.com](mailto:ee9318@att.com)

### CA Regional Water Quality – Santa Ana Region

Mark Smythe  
3737 Main St, Ste 500  
Riverside, CA 92501  
(o) 951-782-4130  
(c) 951-543-8523  
(f) 951-781-6288  
Email:  
[m Smythe@waterboards.ca.gov](mailto:m Smythe@waterboards.ca.gov)

### Charter Communications (Time Warner)

Jose Roman  
12051 Industry St  
Garden Grove, CA 92841  
(o) 714-591-4846  
(c) 657-263-3641  
Email: [Jose.Roman1@charter.com](mailto:Jose.Roman1@charter.com)

### Costa Mesa Sanitary District (CMSD)

Andrew Wong  
290 Paularino Ave (inter-office mail  
okay)  
Costa Mesa, CA 92626  
(o) 949-645-8400, ext. 229  
Mark Esquer (District Engineer)  
290 Paularino Ave  
Costa Mesa, CA 92626  
(o) 949-645-8400, ext. 241  
Email: [MEsquer@cmsdca.gov](mailto:MEsquer@cmsdca.gov)

### Irvine Regional Water District (IRWD)

Kelly Lew

15600 Sand Canyon Ave Irvine, CA  
92618

(o) 949-453-5586  
(p) 949-729-7300 (24-hour)  
(f) 888-496-1244  
Email: [lew@irwd.com](mailto:lew@irwd.com)  
Brad Jackson (Area Construction  
Inspector)  
15600 Sand Canyon Ave  
Irvine, CA 92618  
(o) 949-632-0627  
(p) 949-729-7300 (24-hour)  
Email: [jackson@irwd.com](mailto:jackson@irwd.com)

### Mesa Water District

Phil Lauri  
1965 Placentia Ave (inter-office mail  
okay)  
Costa Mesa, CA 92627 (o) 949-207-  
5449  
(c) 949-631-1200 (24-hour)  
(f) 949-574-1035  
Email: [phill@mesawater.org](mailto:phill@mesawater.org)

### Metropolitan Water District (MWD) of So Cal

Civil Engineering Substructures  
Section  
Kieran Callanan  
PO Box 54153  
Los Angeles, CA 90054 (o) 213-217-  
7474  
(c) 626-844-5610 (24-hour)  
Email: [kcallanan@mwdh2o.com](mailto:kcallanan@mwdh2o.com)

### Mpower Communications, Inc.

Mark Denning  
2698 White Rd  
Irvine, CA 92614  
(o) 949-864-0296  
(c) 949-547-6455  
(f) 949-864-0286  
Email: [mdenning@telepacific.com](mailto:mdenning@telepacific.com)

### OCTA – Stops & Zones

Kyle Poff  
550 S Main St  
Orange, CA 92863  
(o) 714-560-5883

(f) 714-560-5880  
Email: [kpoff@octa.net](mailto:kpoff@octa.net)

**Orange County Sanitation District  
(OCSD)**

PO Box 8127  
Fountain Valley, CA 92728  
(o) 714-962-2411

**Orange County Water District  
(OCWD)**

Fernando Almario  
PO Box 8300  
Fountain Valley, CA 92728  
(o) 714-378-3200  
(c) 714-378-3240 (24-hour)  
(f) 7814-378-3373

**Southern California Edison (SCE)**

Kasey Chapman (Utility Notice  
Requests)

7333 Bolsa Ave  
Westminster, CA 92683  
(o) 714-895-0109  
(c) 800-611-1911 (24-hour)  
(f) 714-934-0892

Email: [Kasey.chapman@sce.com](mailto:Kasey.chapman@sce.com)\*

Kimberlie Gurule (Base Maps)  
1444 E McFadden Ave, Bldg D Santa  
Ana, CA 92705

(o) 714-796-9932  
(f) 714-973-5735

Email: [maprequests@sce.com](mailto:maprequests@sce.com)\*

Susan Morgan (Senior Compliance)

(o) 909-835-7527  
(c) 909-835-7527

Email: [susan.morgan@sce.com](mailto:susan.morgan@sce.com)

Monica Balderas (Service Planner –  
Orange Coast S/C)

7333 Bolsa Ave  
Westminster, CA 92683

(o) 714-329-2778  
(f) 714-895-5453

Email: [monica.balderas@sce.com](mailto:monica.balderas@sce.com)\*

Damon Humphrey 7333 Bolsa Ave.  
Westminster, CA 92683

(o) 714-895-0534  
(f) 714-895-5453

Email: [damon.humphrey@sce.com](mailto:damon.humphrey@sce.com)

\* No pre-construction meeting notices  
to this address – map requests ONLY.

**So Cal Gas Company**

Wilson Baldelomar  
PO Box 3334, SC8321  
Anaheim, CA 92803  
(o) 714-634-5091  
(c) 800-603-7060 (24 hour)  
(f) 714-634-3101

Email:

[wbaldelomar@semprautilities.com](mailto:wbaldelomar@semprautilities.com)

Richard Clendineng  
PO Box 3334, SC8321  
Anaheim, CA 92803  
(o) 714-634-3262  
(f) 714-634-3101

Email:

[rclendineng@semprautilities.com](mailto:rclendineng@semprautilities.com)

Peter Serrano  
PO Box 3334, SC8321  
Anaheim, CA 92803  
(o) 714-634-5067  
(f) 714-634-3101

Email: [pserrano@semprautilities.com](mailto:pserrano@semprautilities.com)

Transmission Utility Requests

P. O. Box 2300  
Chatsworth, CA 91313-2300  
(o) 818-701-4546  
(f) 818-701-2549

Email:

[SoCalGasTransmissionUtilityRequest@semprautilities.com](mailto:SoCalGasTransmissionUtilityRequest@semprautilities.com)

**Verizon Business Investigations**

2400 N Glenville Dr Richardson, TX  
75082

(o) 972-729-6322  
(f) 972-729-6240

Email: [investigations@verizon.com](mailto:investigations@verizon.com)\*

\*2nd email: [Bryan.lantz@verison.com](mailto:Bryan.lantz@verison.com)

**XO Communications**

Lee Arnold  
1924 Deere Ave, Ste. 110  
Santa Ana, CA 92705  
(o) 949-417-7762  
(c) 800-546-5283 (24-hour)

(f) 949-417-7730

Email: [lee.arnold@xo.com](mailto:lee.arnold@xo.com)

**5-1.26 LINE AND GRADES** – Unless otherwise provided in the Special Provisions, lines and grades for construction shall be the responsibility of the Contractor, with the following provisions:

All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing the lines and grades and for the control of construction shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be under the supervision of a California-licensed land surveyor or by a California-licensed civil engineer allowed by law. Staking shall be performed on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and the trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the Engineer. The Contractor shall be responsible for any error in the finished work and shall notify the ENGINEER within one (1) working day of any discrepancies or design errors discovered during staking.

The following are the minimum survey information that will be required by the City prior to the construction of any curb and/or curb and gutter, aggregate base or asphalt concrete item of work:

1. Line and grade for any section of curb and gutter greater than 50 feet in length.
2. Line and grade for any median island curbing.
3. Centerline and grade for subgrade on any section of the roadway, which is not a localized dig-out.
4. Centerline and grades prior to the placement of a finished surface on any section of the roadway.
5. Intersection grades prior to the placement of a finished surface on any portion of an intersection.

Unless a separate bid item is provided, the payment for surveying, construction staking, professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various items of work, and no additional compensation will be allowed.

**5-1.26(B) PERMANENT SURVEY MARKERS** – Unless otherwise provided in the Special Provisions, the Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and bench marks located within the limits of the project. If any of the above requires removal, relocating or resetting, the Contractor shall, prior to any construction work and under the supervision of a California-licensed land surveyor or civil engineer, establish sufficient temporary ties and benchmarks to enable the points to be reset after completion of construction.

Any ties, monuments and bench marks disturbed during construction shall be reset per City standards after construction and the tie notes submitted to the City on 8½" x 11" loose leaf paper. The Contractor and his sureties shall be liable, at Contractor's expense, for any resurvey required due to his negligence in protecting existing ties, monuments, benchmarks or any such horizontal and vertical controls.

#### **5-1.27B Record Retention**

Retain project records from bid preparation through:

1. Final payment
2. Resolution of claims, if any

For at least 3 years after the later of these, retain cost records, including records of:

1. Bid preparation
2. Overhead
3. Payrolls
4. Payments to subcontractors and suppliers
5. Cost accounting

Maintain the records in an organized way in the original format, electronic and hard copy, conducive to professional review and audit.

#### **5-1.27C Record Inspection, Copying, and Auditing**

Make your records available for inspection, copying, and auditing by State representatives or Local Agency representative for the same time frame specified under section 5-1.27B. The records of subcontractors and suppliers must be made available for inspection, copying, and auditing by State representatives or Local Agency representative for the same period. Before Contract acceptance, the State representative or Local Agency representative notifies the Contractor, subcontractor, or supplier 5 business days before inspection, copying, or auditing.

If an audit is to start more than 30 days after Contract acceptance, the State representative or Local Agency representative notifies the Contractor, subcontractor, or supplier of the date when the audit is to start.

#### **5-1.27D Cost Accounting Records**

Maintain cost accounting records for the project distinguishing between the following work cost categories:

1. Work performed based on bid item prices
2. Change order work other than extra work. Distinguish this work by:
  - a. Bid item prices
  - b. Force account
  - c. Agreed price
3. Extra work. Distinguish extra work by:
  - a. Bid item prices
  - b. Force account
  - c. Agreed price
  - d. Specialist billing
4. Work performed under potential claim records
5. Overhead
6. Work performed by subcontractors, suppliers, owner-operators, and professional services
  - a. Cost accounting records must include:
    - i. Final cost code lists and definitions
    - ii. Itemization of the materials used and copies of the corresponding vendors' invoices
  - b. Direct cost of labor
  - c. Equipment rental charges
  - d. Workers' certified payrolls
  - e. Equipment:
    - i. Size
    - ii. Type
    - iii. Identification number
    - iv. Hours operated

**5-1.30(A) REMOVAL OF REJECTED AND UNAUTHORIZED WORK** – All work, which is defective in its construction or does not meet all of the requirements of the plans and/or specifications, shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

Any work done beyond the limits of the lines and grades shown on the plans or established by the ENGINEER or extra work done without written authority, will be considered as unauthorized and not be paid.

Upon failure on the part of the Contractor to comply forthwith with any order of the ENGINEER made under the provisions of this article, the ENGINEER shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs and thereof from any monies due or to come due the Contractor.

Payment will not be made for materials wasted or disposed of in a manner not called for under the contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside the limits of the project. No compensation will be allowed for disposing of rejected or excess material.

**5-1.48 TEMPORARY LIGHT, POWER AND WATER** – The Contractor shall provide for his employees an adequate supply of clean, potable drinking water, which shall be dispensed through approved sanitary facilities.

## **SECTION 6. CONTROL OF MATERIALS**

**6-1.02 STATE FURNISHED MATERIALS** – There will be no materials furnished by the City for this project. Any reference to State-furnished materials shall be furnished by the Contractor and all costs shall be included within the bid item of work.

**6-1.075 YEAR 2000 COMPLIANCE** – This contract is subject to Year 2000 Compliance for automated devices in the State of California. Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention. The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for all automated devices furnished for the project.

### **6-2.05C BUILD AMERICA REQUIREMENTS**

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

#### **Steel and Iron Materials**

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

**Manufactured Products**

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

**Construction Materials**

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

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and
3. polymers used in fiber optic cables)
4. Glass (including optic glass)
5. Lumber
6. 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.

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, the following language applies:

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. \_\_\_\_\_

**6-3.02 TESTING BY CONTRACTOR** – All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are prescribed in these specifications. No materials shall be used until they have been approved by the ENGINEER.

The Contractor shall at his expense furnish the CITY, in triplicate, certified copies of all required

factory and mill test reports. Any materials shipped by the Contractor from a factory or mill prior to having satisfactorily passed such testing and inspection by a representative of the CITY shall not be incorporated in the work, unless the ENGINEER shall have notified the Contractor, in writing, that such testing and inspection will not be required.

At the option of the ENGINEER, the source of supply of each of the materials shall be approved by the ENGINEER before delivery is started and before such material is used in the work.

Unless otherwise provided in the Special Provisions, the CITY will pay for the initial soil and material tests required by the City's Quality Assurance Program. Any subsequent soil and material tests deemed necessary due to the failure of initial tests will be at the Contractor's expense.

**6-3.05B QUALITY ASSURANCE** – The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. You may examine the records and reports of tests the Agency performs if they are available at the job site. Schedule work to allow time for QAP.

## **SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**7-1.02(2)A LABOR NONDISCRIMINATION** – Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

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

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

**7-1.02K(2)A PREVAILING WAGE** – The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the Public Works Department, Construction Management Section, 77 Fair Drive, Costa Mesa, CA 92627. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

**7-1.03 TRAFFIC AND ACCESS** – Prior to restricting normal access from public street to adjacent properties, the Contractor shall notify each property owner or owner's agent, informing them of the nature of the access restriction and the approximate duration of the restriction. The Contractor shall make every effort possible to minimize such restrictions.

Trenches left open overnight shall be bridged in a safe and acceptable manner at all driveways and walkways to provide safe access.

A minimum of one four (4) foot wide pedestrian walkway shall be maintained and safely delineated along each public street at all times during construction.

**7-1.04 PUBLIC SAFETY** – Material or other obstructions shall not be placed within fifteen feet (15') of fire hydrants. Fire hydrants shall be made readily accessible to the Fire Department at all times.

### **7-1.06 INSURANCE:**

**Liability Insurance** – The Contractor shall furnish the Agency a policy or certificate of liability insurance in which the City of Costa Mesa is the named insured or are named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement, the Agency shall be the insured or as an additional insured covering the work, whether liability is attributable to the Contractor or the Agency. The policy shall insure the Agency, its officers, employees, and agents, while acting within the scope of their duties on the work, against all claims arising out of or in connection with the work.

**Liability Limits/Additional Insured** – The Contractor may file insurance acceptable to the Agency covering more than one project. The coverage shall provide the following minimum limits:

#### **Bodily Injury**

- \$1,000,000 each person
- \$1,000,000 each occurrence
- \$1,000,000 aggregate products and completed operations



#### Property Damage

- \$1,000,000 each occurrence
- \$1,000,000 aggregate

A combined single limit policy with aggregate limits in the amount of \$1,000,000 will be considered equivalent to the required minimum limits.

The Contractor shall save, keep, and hold harmless the City of Costa Mesa, and their officers and agents from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by the Contractor, any of the Contractor's employees, or any Subcontractor. The City will not be liable for any accident, loss or damage to the work prior to its completion and acceptance.

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective.

The cost of this insurance shall be included in the Contractor's bid.

**Worker's Compensation Insurance** – Before execution of the contract by the City Council, the Contractor shall file with the Engineer the following signed certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying 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 Engineer before execution of the contract. The Agency, 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.

All compensation insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

The cost of this insurance shall be included in the Contractor's bid.

**Endorsements** – Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000 combined single limit, per occurrence and in the aggregate.

Each insurance policy required by the City of the Contractor shall contain the following endorsements:

1. Additional Insureds

"The City of Costa Mesa and the State of California – Department of Transportation, and their elected and appointed boards, officers, agents, employees, are additional insureds with respect to the subject project and agreement."

2. Notice

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to City."

3. Other Insurance

" Any other insurance maintained by the City of Costa Mesa and the State of California – Department of Transportation shall be excess and not contributing with the insurance provided by this policy."

If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

**7-1.08 OCCUPANCY** – Should it become necessary, due to developed conditions, to occupy any portion of the work before contract is fully completed, such occupancy shall not constitute acceptance by the CITY of work by Contractor

**7-1.11 PRESERVATION OF PROPERTY** – Existing trees, shrubs and other plants, that are not to be removed and are injured or damaged by the Contractor's operations, shall be replaced by the Contractor. All costs shall be borne by the Contractor and replacement shall be in accordance with current City standards. The tree, shrub or other plant to be replaced shall be in kind and the existing shall be removed and disposed outside of the right-of-way in accordance with the contract documents.

All tree, shrub and other plant replacement shall be completed prior to the acceptance of the project. Replacement trees, shrubs and other plants shall have a plant establishment period of 90 days, at not cost to the City.

**7-1.12B(7) LAWS TO BE OBSERVED** – The Contractor shall protect and indemnify the CITY, the BOARD, the ENGINEER, and all of its or their officers, agents and servants against any claim or liability arising from or based on the violation of any existing or future State, Federal and local laws, ordinances, regulations, orders or decrees, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the ENGINEER in writing.

**7-1.11C FEMALE AND MINORITY GOALS** - To comply with section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the Department is including in section 7-1.11C 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.

**\*\* For Orange County, the female and minority goal is 11.9%. The contractor will be required, per federal requirements, to submit Form FHWA-1391 yearly to showcase compliance with these minority utilization goals.**

**7-1.13 DISPOSAL OF MATERIAL OUTSIDE OF THE HIGHWAY RIGHT-OF-WAY** – The Contractor shall be responsible for the disposal of all materials and shall dispose of the materials outside of the City right-of-way. Furthermore, the Contractor shall accept ownership of all materials required by the contract documents to be disposed or excavated.

The Contractor will be responsible for complying with the City of Costa Mesa Municipal Code Section 8- 77 to use a City-permitted hauler for all work performed under this project. Non-compliance with this requirement shall be subject to an administrative penalty of \$1,000 or 3% of the total project cost, whichever is greater. A Construction Project Debris/Solid Waste Hauling Compliance Agreement must be submitted by the contractor to the city on a City-approved form prior to the release of retention monies.

## **SECTION 8. PROSECUTION AND PROGRESS**

**8-1.10A LIQUIDATED DAMAGES** – reference the Section preceding Section 1 herein.

**8-1.04 PROGRESS SCHEDULE** – Prior to the commencement of construction, arrangements will be made for a pre-construction meeting between the Contractor and the ENGINEER. The purpose of this meeting is to organize the activities of the Contractor within the limits of this contract, review scheduling, discuss construction methods and clarify inspection procedures. At this meeting the Contractor will be required to submit, for approval by the ENGINEER, a complete work schedule showing the number of working days required to complete the entire project. Subsequent schedule updates shall be per Section 8-1.04 of the Standard Specifications.

The current monthly progress payment will be withheld if the Contractor fails to submit a satisfactory progress schedule.

**8-1.065 WORK DAYS AND WORKING HOURS** – The workday shall have a regular starting time of 7:00 a.m. (without lane closure) and shall end at 3:30 p.m. No work shall be allowed prior to the regular starting time or after the 3:30 p.m. time, unless approved by the Engineer.

Lane closures will be allowed within the working hours set forth in the Special Provisions and construction drawings. The contractor shall be required to open all traffic lanes to vehicular traffic at all other times. Limitations to the hours for lane closures may be less than the working hours set forth herein.

Unless a separate bid item is provided, full compensation for conforming to the requirements of this subsection shall be considered as included in the contract bid price paid for various other items of work, and no additional compensation will be allowed.

Working hours within the intersections shall be limited to 8:30 a.m. and 3:30 p.m. Contractor shall maintain travel lanes and turn lanes as shown on the traffic control plans.

## **SECTION 9. PAYMENT**

### **9.01A CHANGED CONDITIONS:**

#### ***a. Differing Site Conditions***

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

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

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

#### ***c. Significant Changes in the Character of Work***

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to

- the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
  4. The term "significant change" shall be construed to apply only to the following circumstances:
    - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
    - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

#### **9-1.01A PARTIAL PAYMENTS:**

The City makes partial payments for the following items:

- For the Clearing and Grubbing bid item, and the Unclassified Excavation final pay bid item, payment shall be based on the percentage of work completed to date. This percentage shall be determined by the amount of work to date cost compared to the total project cost.

No partial payments or payments will be made for the following:

- No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

The Contractor shall record, on the set of contract documents maintained at the job site, deviations which have been made from the Contract Documents or approved shop drawings – including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Documents. Said record documents shall be supplemented by detailed sketches as necessary or directed, to indicate fully the work as actually constructed.

Requests for partial payments shall not be approved until the record documents are brought up to date. Also, request for final compensation shall not be approved until all the variations between the work as constructed and as originally shown in the Contract Documents have been properly recorded and delivered to the City, after approved by the Engineer.

**9-1.01B DAILY REPORT SUBMITTAL** – Contractor shall submit daily reports to the CITY at the end of each working day. All forms shall be provided by the CITY. Any cost for this item shall be included in the various items of work and no other compensation will be allowed.

**9-1.07 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS** – The provisions for this Section do not apply to this contract.

**9-1.16F RETENTIONS** – The City withholds 5% of the progress payment due to the Contractor for work performed and this amount cannot be released until 35 days after project acceptance.

## **9-1.22 PROMPT PAYMENT:**

### **FROM THE AGENCY TO THE CONTRACTORS**

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request. In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

### **FROM THE AGENCY TO THE CONTRACTORS**

For projects awarded on or after September 1, 2023:

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

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

**9-1.23 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS – Method 3:** The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract

work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and 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.

**City will be strictly monitoring the Contractor for prompt payment to all subcontractors.**

**9-1.24 PROMPT PAY MONITORING AND ENFORCEMENT OF PROGRESS PAYMENTS** – In addition to the requirements set forth in Federal Regulation 49CFR 26.29 and Section 7108.5 of the California Business and Professions Code, the City of Costa Mesa shall use the following monitoring and enforcement mechanisms to ensure that all subcontractors, including DBE's, are promptly paid.

- A. The City will strictly monitor the prime contractor or subcontractor(s) for prompt release of progress payments for all subcontracted work as follows:
  1. The effective date of release is the date the City releases the check to the prime contractor by mailing or hand delivery at the City of Costa Mesa (has to be requested in writing ahead of time).
  2. Prime contractor or subcontractor(s) to provide verification in writing that the subcontracts have been paid within 7 days or the time period agreed, from the effective date of release.
  3. City may contact subcontractor(s) to confirm receipt of progress payment amount and if it was received within 7 days or the time period agreed from the effective date of release.
  
- B. If the prime contractor or subcontractor(s) is found to be in default of Federal or State Codes concerning prompt payment to subcontractors, City will enforce the following besides the disciplinary action, sanctions and penalties imposed per the codes:
  1. City will withhold 150% of the monies due to the subcontractor(s) from the prime contractor's next progress payment.
  2. City may also elect to make the payment(s) directly to the subcontractor(s) without the prime contractor's approval for the remainder of the contract.

## SECTION 13. WATER POLLUTION CONTROL

**13-2.01 WATER POLLUTION** – In addition to the provisions set forth in herein, the Contractor shall conform to the following, at no cost to the City. The Contractor shall be responsible for any damage to any portion of the work occasioned by failure to provide proper drainage control prior to the completion and acceptance of the work.

Unless otherwise directed in these specifications, the Contractor shall provide and maintain ample means and devices with which to promptly remove and properly dispose of water entering the excavations or other parts of the work at all times during construction. Dewatering shall be accomplished by methods, which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations. The methods may include sump pumps, deep wells, well points, suitable rock or gravel placed below the required bedding for draining and pumping purposes, temporary pipelines, and other means.

The Contractor shall dispose of the water from the work in a suitable manner without damage to adjacent property and in accordance with NPDES regulations.

Conveyance of the water shall be such as to not interfere with traffic flow or treatment facilities operations. No water shall be drained into work built or under construction without prior consent of the ENGINEER.

Water shall be disposed of in such a manner as not to be a menace to the public health and such disposal shall be performed in accordance with Environmental Protection Agency and State Water Quality Control Board standards (NPDES permit). Any testing and reports required under NPDES permit shall be performed by the Contractor and submitted to the appropriate agency for approval at no additional cost to the CITY.

The Contractor is responsible for the preparation and implementation of a storm water pollution prevention plan (SWPPP) as required by the Construction Permit. The Contractor is responsible for completing all parts of the SWPPP including monitoring, sampling, post construction BMPs and other requirements of the SWPPP. The Contractor must prepare the SWPPP using the City template available on the City's website.

If there is no bid item for Water Quality Control, the cost for compliance shall be included in the various items of work.

### **13-2.02 TITLE VI ASSURANCES**

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

### **APPENDIX A**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time,



(hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

## **APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of 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).

## **SECTION 14. ENVIRONMENTAL STEWARDSHIP**

**14-9.03A DUST CONTROL** – All surplus materials shall be removed from the site of the work within three (3) days after completion of the work causing the surplus materials.

Unless the construction dictates otherwise, and unless otherwise approved by the ENGINEER, Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean whenever construction, including restoration, is incomplete.

Failure of the Contractor to comply with the ENGINEER'S dust control orders may result in an order to suspend work until the condition is corrected and, after giving notice to the Contractor, the ENGINEER may order the condition corrected by others. All costs thus incurred shall be deducted from the amount to be paid to Contractor. No additional compensation will be allowed as a result of such suspension.

**14-11.02B - REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES** – When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

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

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

## **Part 2 SPECIAL PROVISIONS**

### **Additions/Modifications to Standard Specifications**

The following additions are made to the latest edition of the "Standard Specifications for Public Works Construction", and the General Provisions stated within the "Standard Specifications" of this project. Should there be a conflict between any of these provisions; the Special Provisions shall have precedence.

All work shall be performed in conformance with the current Uniform Building Code as adopted by the City of Costa Mesa. The electrical, plumbing, and fire codes, and other regulations as adopted by the City of Costa Mesa Building Official shall apply to this project.

Where referenced in these specifications, the latest edition of the "City of Costa Mesa Standard Drawings" and the "Work Area Traffic Control Handbook (WATCH)" published by building News, Inc., shall also apply.

Payment for compliance with the following provisions shall be included in the various bid items of work unless otherwise modified in the special provisions section. No additional compensation will be allowed.

Payment for the various items listed on the Bid Proposal, as further specified herein, shall constitute full compensation to the Contractor for furnishing all material, tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work and as specified and as shown on the Drawings and in the contract documents, including all costs for compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor.

No separate payments will be made for any items that are not specifically set forth in the Bid Proposal. Payments for any such items are included in various bid items of work.

Costs arising from violations of regulations will be paid by the offending party to the extent that there will be no additional cost to the City.

### **Section 2-6 Work to be done**

The Adams Avenue and Pinecreek Drive Intersection Project will construct safety improvements on Adams Avenue between approximately 530-feet west of Pinecreek Drive to 465-feet east of Pinecreek Drive. The safety improvements include removal of the existing eastbound Pinecreek right-turn slip lane into a new shared multi-use path.

The project will also provide signing and striping improvements at the Adams Avenue and Pinecreek Drive intersection to accommodate bike lanes along Adams Avenue and implement a two-stage left turn queue box from Pinecreek Drive onto westbound Adams Avenue. The traffic signal will also be modified.

Finally, the project will include modifying existing median curbs, where necessary, to accommodate bike lanes in both direction within project limits and modifying existing curb, gutter and sidewalk to provide ADA -compliant sidewalks within the project limits, and coordinating with Southern California Edison for the construction of street lighting and modifications to the traffic signal.

The preceding shall include furnishing all labor, materials, tools, equipment, and incidentals necessary to perform and to complete the work to the satisfaction of the City.

### **Section 3-3.2.2 (a) Labor Surcharge**

The compensation for employer's payments of payroll taxes; workers compensation insurance; liability insurance; health and welfare; pension; vacation; apprenticeship funds; other direct costs resulting from Federal, State, or local laws; and for assessments or benefits required by lawful collective bargaining agreements to be applied to the actual cost for wages shall be 23 percent for regular time and overtime.

### **Section 3-3.2.3 Markup**

- a. **Work by Contractor.** The allowance for overhead and profit to be added to the Subcontractor's costs shall be as follows:

Equipment and Material: 15% Labor: 20%

To the sum of the costs and markups provided for in this section, 1 percent shall be added as compensation for bonding.

- b. **Work by subcontractor.** The allowance for overhead and profit to be added to the Subcontractor's costs shall be the same as the ones allowed in 3-2.2.3(a). The allowance for the Contractor's overhead and profit to be added to the sum of the Subcontractor's costs and markup shall be 5%.

No markups will be allowed for second tier or higher subcontractors.

### **Section 5-1 Utility Location**

Attention is directed to the possibility of utility mains or laterals within the project limits. The Contractor shall have the locations of the various utility facilities within reconstruction areas marked on the surface prior to construction and protect them during the removal and reconstruction procedures. The Contractor shall contact the City Transportation Services Department to locate traffic signal conduit within the reconstruction areas.

Prior to commencing any work, the Contractor shall carefully excavate and determine precise locations and depths of all utility service lines, utility mainlines, irrigation systems and electrical systems, within the project site which may affect or be affected by the Contractor's operations. The Contractor shall not be compensated for any delays or extra work brought about by his failure to perform the above-mentioned work. The Contractor shall remove any abandoned underground utility lines encountered during construction. The Contractor shall be responsible for any damage to existing utilities.

### **Section 6-1 Construction Schedule and Commencement of Work**

The Contractor shall prepare and submit to the Engineer a written schedule of his work operations for the proposed project. The schedule shall be submitted for approval at the pre-construction conference. The Contractor's designated project superintendent shall be present at the pre- construction meeting.

### **Section 6-7 - Time of Completion**

The contractor shall commence all preparatory work such as potholing, submittals, SWPPP, traffic control plans, ordering long-lead materials, etc. within ten (10) business days after date of contract and commence the Work under the Contract **WITHIN TWENTY (20) WEEKS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN NINETY (90) WORKING DAYS**

The City and Coast Community College District will provide the Contractor with Orange Coast College's event schedule and requirements for access on specific dates and/or timeframes to the College's property on Adams Avenue. The City and Contractor are to coordinate construction activities to minimize impacts to the College's events. Any construction delays caused by the College's events will not be counted against the total number of working days.

### **Section 6-9 – Liquidated Damages**

The Contractor shall pay to the City of Costa Mesa the sum of **\$5,200 per day**, for each and every calendar day delay in finishing the work in excess of the number of calendar days prescribed above, unless an extension is granted by the City in writing.

### **Section 7-8 – Water Pollution Control**

Discharge of storm water from construction sites that disturb land equal to or greater than one (1) acre must be in compliance with the state General Construction Activity Permit (Construction Permit). The latest permit provisions of the Construction Permit shall apply. The Contractor is required to contact the Santa Ana Regional Water Quality Control Board (Regional Board) for all information contained in the Construction Permit. In the event project construction occurs during the transition of revised Construction Permits, the Contractor shall incorporate the necessary modifications specified by the revised Construction Permit within the time period specified in the new Construction Permit.

Construction activity subject to the Construction Permit includes clearing, grading, disturbance to the ground such as stockpiling, or excavation that results in soil disturbances of at least one acre of total land area. Construction activity that results in soil disturbances of less than one acre is subject to the Construction Permit if the construction activity is a part of a larger common plan of development that encompasses one or more acres of soil disturbance or if it is determined that discharges from the project pose a significant threat to water quality.

The Contractor shall submit the completed NOI to the resident engineer for signature and submittal by the City to the Regional Board. Contractor shall also complete the Notice of Termination (NOT) and submit the completed form to the resident engineer for filing by the City with the Regional Board.

The Contractor is hereby directed to read the Construction Permit thoroughly and comply with the requirements as specified therein.

### **Storm Water Prevention Plan (SWPPP)**

The Contractor is responsible for the preparation and implementation of a storm water pollution prevention plan (SWPPP) as required by the Construction Permit. The Contractor is responsible for completing all parts of the SWPPP including monitoring, sampling, post construction BMPs and other requirements of the SWPPP. The Contractor must prepare the SWPPP using the City template available on the City's website. Project post construction BMPs can be obtained from the resident engineer for use in completing the SWPPP.

The completed SWPPP must be signed by a person trained in SWPPP preparation and the training that qualifies them is identified in the SWPPP. The completed SWPPP must be submitted to the resident engineer for City review and approval. The SWPPP must be signed by the City before construction begins. A copy of the SWPPP must be available at the site at all times and must be implemented and revised in accordance with the Construction Permit throughout the duration of the project.

Contractor shall perform site inspections before and after the storm event, and once each 24-hour period during extended storm event, to identify BMP effectiveness and implement repairs or BMP modifications as soon as possible. Sampling of potential pollutant discharges shall be conducted by trained personnel and required laboratory test conducted by laboratory accredited by the California Department of Health Services Environmental Laboratory Accreditation Program.

Contractor shall be responsible for any penalties assessed against the City if the penalty assessed is due to Contractor's violation of the Construction Permit requirement, or Contractor's failure to fully implement and monitor SWPPP as required.

## **Erosion and Sediment Control Plans**

Erosion and Sediment Control Plans shall be prepared by the Contractor as part of the SWPPP that identify adequate controls to prevent erosion and discharge of sediment off-site. Payment for the Erosion and Sediment Control Plans shall be included as part of the SWPPP.

### **Section 7-13 Laws to be observed**

The Contractor shall comply with and meet all applicable SCAQMD, OSHA, NPDES and EPA requirements as specified. The Contractor shall be responsible to obtain those necessary manuals and publications.

### **Section 9-1.2.1 Weight Ticket Requirements for Payment**

The Contractor shall submit all weight tickets or volumes of all materials used in the construction to the Engineer for checking and verification prior to any payment. Failure to do so will postpone the payment to the Contractor, until the matter is resolved satisfactorily.

The weight or volume from submitted tickets must correspond to the work done in the field; if not, the City shall reject the work without compensation to the Contractor, and/or the Contractor shall be directed to replace that work at no additional costs to the City.

### **Section 9-3.3 Delivered Materials**

The cost of materials and equipment delivered, but not incorporated in said work, will not be included in the progress payment estimate unless otherwise provided in these specifications. All materials shall be nontoxic and shall not contain asbestos and hazardous substances as established by applicable laws.

### **Section 9-3-2.1 Record Documents: Requirements for Partial and Final Payment**

The Contractor shall record, on the set of contract documents maintained at the job site, deviations which have been made from the Contract Documents or approved shop drawings – including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Documents. Said record documents shall be supplemented by detailed sketches as necessary or directed, to indicate fully the work as actually constructed.

Requests for partial payments shall not be approved until the record documents are brought up to date. Also, request for final compensation shall not be approved until all the variations between the work as constructed and as originally shown in the Contract Documents have been properly recorded and delivered to the City, after approved by the Engineer.



### **Section 9-3.4.1 Hauling Of Materials**

In order to protect the City streets from deterioration due to hauling of materials, the Contractor shall submit (at the pre-construction meeting) for approval, a proposed route for the hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route only, unless written permission from the Engineer is obtained to change the route.

The Contractor shall comply with the solid waste hauling provisions set forth in the City of Costa Mesa Municipal Code Section 8-77. Failure to comply will result in an administrative penalty of \$1,000 or 3% of the total project cost, whichever is greater.

### **Section 9-3.4.2 Water Supply**

If water is needed during construction, Contractor shall contact Mesa Consolidated Water District or the Irvine Ranch Water District to obtain necessary permits, instructions, and meters prior to commencing work. The Contractor is required to make any and all necessary installations and connections. All water shall be metered. The Contractor shall pay for all deposits and fees involved.

### **Section 9-3.4.3 Equipment Requirement**

The Contractor shall only use the proper construction equipment to protect the City streets from breaking up and deterioration. Haul trucks shall be limited to a gross vehicle weight of 10 tons or less.

### **Section 300-1.3 Demolition, Removal and Disposal of Materials**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

###### **A. Section Includes:**

1. Demolition, removal and disposal of on-site open wooden structure at Fire Station No. 4.
2. Demolition, removal and disposal of existing above-ground piping.
3. Demolition, removal and disposal of existing above-ground utility vaults.

##### **1.2 DEFINITIONS**

- A. Remove and Dispose: Detach items from existing on-site and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

##### **1.3 INFORMATIONAL SUBMITTALS**

- A. Pre-demolition Photographs or Video: Submit photographs of existing conditions in .jpg format (no more than 1 Mb each) before Work begins.

#### **1.4 CLOSEOUT SUBMITTALS**

- A. Landfill Records: If required indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

#### **1.5 FIELD CONDITIONS**

- A. Owner will occupy portions of structure immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
  - 1. Before selective demolition, Owner will remove the following items:
    - a. All vehicles and equipment and material within the area of planned construction.
- C. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.
  - 2. Protect existing improvements during all phases of construction. Damaged improvements will be repaired or replaced to satisfaction of Owner.

#### **1.7 WARRANTY**

Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction, including City of Costa Mesa.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Verify that utilities have been disconnected and capped as required before starting selective demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with

intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.

- D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.

### **3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS**

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Facility manager will arrange to shut off indicated services/systems when requested by Contractor. Provide 14 calendar days' notice.
  - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

### **3.3 PREPARATION**

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

### **3.4 SELECTIVE DEMOLITION, GENERAL**

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
  - 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 5. Dispose of demolished items and materials promptly. Comply with requirements in

Section 017419 "Construction Waste Management."

- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Owner, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

**3.5 DISPOSAL OF DEMOLISHED MATERIALS**

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Comply with requirements specified in Section 017419 "Construction Waste Management."
- C. Burning: Do not burn demolished materials, burning will not be permitted.
- D. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

**3.6 CLEANING**

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

**PART 3**  
**TECHNICAL SPECIAL PROVISIONS / BID ITEMS**

**BID ITEMS**

The work embraced herein shall be done in accordance with the latest Edition of the Standard Specifications and the Standard Plans, of the California Department of Transportation (CALTRANS) insofar as the same may apply and these special provisions.

In case of conflict between the CALTRANS Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

Materials testing and compliance requirements shall be in accordance with the provisions set forth in the State of California, Department of Transportation, Standard Specifications, latest Edition, with its supplements and revisions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

**Mobilization**

The below work for mobilization shall be included in the individual bid items of work:

Mobilization shall consist of preparatory work and operations. It shall include, but not be limited to, the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project. The mobilization shall include all other work and operations, which must be performed.

Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the job site and the project administration costs during the entire contract period.

Underground facilities on these plans are for reference only. It is the contractor's responsibility to determine the exact location of potentially conflicting conduit.

The Contractor shall obtain bonds, insurance, and financing for entire project prior to beginning work. The contractor shall develop and submit as-builts as well as provide warranties for all materials installed on the project to the City. As-builts and warranties must be provided and approved in order for final progress payment to be paid.

The Contractor shall provide supervisory personnel to keep the construction site in a safe condition and all other related work as required at all times. These requirements shall also apply to all non-working days during construction period. The 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 his agent, a competent English-speaking superintendent capable of reading and thoroughly understanding the plans, specifications, and other related documents.

Compensation for the preceding shall be included as part of the unit price bids for the individual bid items of work.

### **Traffic Control**

The below work for traffic control shall be included in the individual bid items of work:

The contractor shall prepare traffic control plans for the work to be approved by the Engineer. The traffic control plans shall comply with City and State Standards and comply with the California Manual on Uniform Traffic Control Devices.

The contractor shall schedule the work to comply with the lane closure hours allowed herein.

Only one lane shall be closed to traffic in any direction between 8:30 am and 3:30 pm, Monday through Friday. All lanes must be open during peak hours of 6:00 am to 8:30 am and 3:30 pm to 6:00 pm. All lanes must be open during weekends and City observed holidays. Lane closures more than one lane will be allowed between the hours of 6:00 pm and 6:00 am during weekdays.

No lane closures will be allowed during the annual Orange County Fair annual July event extending from the Thursday before to the Monday after the fair event. No lane closures will be allowed from the Friday before Thanksgiving to the Monday after New Year's Day.

The minimum lane width shall be ten (10) feet. There shall be a minimum of five (5) feet clearance from open excavation and two (2) feet clearance from other obstructions.

### **Pedestrian Access**

Where construction prohibits pedestrian access, alternate crossing areas shall be

established with appropriate signing and other devices as required by the Engineer. Pedestrian access facilities shall be provided through construction area within the right of-way at all times. Pedestrian walkways shall be provided with surfacing as required to maintain safe and accessible pathways. Surface shall be skid resistant and free of irregularities.

The Contractor shall keep the areas adjacent to the project site clear of any objects that may be hazardous to pedestrians and motorists. Provisions to reroute pedestrians, including the disabled, around the work area must be clearly delineated and maintained. If the Contractor's operations require the closure of a walkway, then another walkway shall be provided nearby, off the traveled roadway, along the general path of travel.

Traffic Control – General:

Any location considered not accessible by pedestrians or motorists as determined by the Engineer will be resolved at the direction of the Engineer. The Contractor will not be paid for such corrective action and shall be charged for any costs incurred by the City for corrective action. In addition to the above and in compliance with Section 7-10, the Contractor shall:

- a) Provide a safe and drivable ingress and egress to residents and businesses at all times, and provide safe pedestrian crossing paths at all times.
- b) Provide temporary traffic re-striping at the conclusion of any working day for any centerline, lane line or stop bar which is obliterated by construction.
- c) Be responsible for identifying the location and for the protection of all electrical facilities including signal conduit and interconnect. Where damage is caused by the Contractor's operation, the Contractor shall replace damaged facility at no extra cost to the City of Costa Mesa. Where construction signing conflicts with existing signing, the Contractor shall cover existing signs in a manner approved by the Engineer.
- d) Be responsible for notifying residents and businesses, in writing, seven (7) days in advance of any work that involves limited access. The Contractor shall provide verification to the Engineer that this has been accomplished.
- e) Notify the trash pickup company "Costa Mesa Disposal" of the schedule of work and the limitation of access. Contact City at (714) 754-5307 for Costa Mesa Disposal's address
- f) Furnish, install and maintain in-place "No Parking - Tow Away" signs (even if streets have posted "No Parking" signs) which shall be posted at least (2) working days prior to commencement of roadwork. On the sign Contractor shall print the hours, day(s) and date of closure in two-inch high letters and numbers. A sample of the completed sign shall be approved by the Engineer prior to posting. For any work to be performed on Monday morning or a morning following a holiday, the Contractor must post "No Parking - Tow Away" signs, with all requirements as specified, at least 48 hours prior to beginning weekend or holiday.
- g) Coordinate with Orange County Transit District (Ph No. (714) 636-7433 x4330) to plan and to accommodate bus routes at least five (5) working days prior to commencement of any work which will involve any of their facilities.

- h) Provide any temporary delineation, as required, in accordance with the CA MUTCD, applicable Caltrans Standard Plans and as directed by the Engineer.
- i) Excavations shall be backfilled and hot mix asphalt concrete or temporary asphalt concrete surface shall be placed to the level of the existing pavement at the end of each work period as necessary to provide the required number of travel lanes and access to intersecting streets.
- j) The contractor shall provide temporary K-rails, visual barriers and temporary crash cushions as necessary to protect traffic from excavation areas.
- k) All pre-existing permanent traffic control signs and devices shall remain in operation unless a substitute operation is arranged for and approved by the Engineer.
- l) The Contractor shall use illuminated or reflective warning construction signs at appropriate locations for the project and/or as directed by the Engineer. The Contractor shall also use flashing arrow boards for each lane closure in addition to other delineation.
- m) C-18 ROAD CONSTRUCTION AHEAD, C-17 with 25 MILE SPEED LIMIT, C-14 END ROAD WORK, and soft barricades shall be used at all approaches as may be suitable. The Contractor shall employ sufficient traffic barriers to prevent traffic from entering the construction areas.
- n) The Contractor shall provide flagmen to direct the traffic where required and as directed by the Engineer.

The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices and shall furnish the Engineer with names and telephone numbers of at least three people responsible for emergency service response. In the event these people do not promptly respond when notified, or it becomes necessary to call other forces to accomplish emergency service, the Contractor will be held liable for any costs incurred. A \$400/hour at 4-hour minimum will be charged to the Contractor. Any deviation from these requirements is not permitted. No payment will be made to the Contractor until problems are corrected to the satisfaction of the Engineer.

Compensation for the preceding including preparation of traffic control plans and implementation of the traffic control is included as part of the unit price bids for the individual bid items of work.

**Bid Item No. 1: CLEARING AND GRUBBING**

**Bid Item No. 4: TREE REMOVAL**

All removals shall conform to Section 300-1, "Clearing and Grubbing" and Section 300-2, "Unclassified Excavation" of the Standard Specifications and these special provisions and consist of removing and disposing legally off site all material, obstructions and improvements per the Plans.

This work generally includes, but is not limited to: removing trees, their root systems and vegetation (removed trees shall be immediately disposed from the job site by the



contractor); removing walls, planters, etc. including backfilling and compacting with suitable materials; removing and adjusting curb drains and parkway drains; removing existing drain pipes and filling abandoned pipes with slurry or other approved methods; and associated work.

Removal and disposal of existing PCC and asphalt pavement and all other below ground materials (see "Unclassified Excavation" bid item section) required to construct proposed improvements shall be included in the "Unclassified Excavation" bid item.

Clearing and grubbing shall also include removing trees, water meters, sprinkler heads and irrigation lines, valves, back-flow valves, irrigation boxes and covers, electrical boxes and cover, sewer and drainage cleanouts, utility covers, various private, public signs, mow stripes, rubber edging, and other material encountered during demolition and construction, and properly grading and restoring in-kind the disturbed areas.

Contractor shall completely remove all existing paint markings, gum, oil and other residue on the sidewalks, curb and gutters, ramps and all other locations within the project limits using high power sand blasting equipment, high-pressure water jets, or other method approved by the Engineer, except for areas subject to removal and reconstruction.

Prior to clearing and grubbing, any traffic and/or street signs that may interfere with construction shall be removed and salvaged to the City yard as directed by Engineer.

Excavated and removed materials shall be removed from the job site the same day as excavated.

It is the Contractor's responsibility to verify in the field the items described above before submitting a bid. The Contractor shall exercise due caution when working on this project to avoid any damage to existing improvements not designated for removal. Any damage done by Contractor and/or their equipment shall be repaired or replaced as called out in Section 7-9 of the Standard Specifications at the Contractor's expense. No burning will be permitted.

Contractor shall obtain authorization from Engineer prior to removal of any trees.

**PAYMENT** – Payment for Clearing and Grubbing shall be per the unit price bid per lump sum and shall include full compensation for mobilization, traffic control, and the furnishing of all labor, materials, tools, equipment, and incidentals for completing all work as required. Payment for Tree Removal shall be per the unit price bid per each tree and shall include full compensation for mobilization, traffic control and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.

**Bid Item No. 2: STORMWATER POLLUTION PREVENTION PLAN (SWPPP)**

Per the Federal Clean Water Act, the Contractor is required to eliminate pollution to

waters of the United States in regards to this project. This project will require the Contractor to implement Best Management Practices (BMP's).

The Contractor shall submit a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP shall be prepared by a certified Qualified SWPPP Developer (QSD).

Erosion and Sediment Control Plans shall be prepared by the Contractor as part of the SWPPP and the SWPPP shall outline specific BMP's to be used during construction to ensure that sediment from storm runoff and construction activities does not enter storm drains. Some of the primary water pollution control measures anticipated for this project include, but are not limited to: covering all storm drain inlets in the project vicinity with water permeable fabric and gravel bags prior to performing any removal or paving operations; properly fueling and cleaning all equipment/vehicles; maintaining an ample supply of gravel/sand bags on-hand when excavating new PCC ramp/curb/gutter improvements in the event of rain; properly containing chemicals required to install the detectable warning mats; properly covering all incoming material trucks and all outgoing debris hauling vehicles; providing restroom facilities for workers; and regular street sweeping of the Work Area and Haul Routes to the satisfaction of the Engineer.

The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. Regional Water Quality Control Board
2. Orange County Flood Control District

The Contractor shall confirm that all of the BMP's have been adequately detailed to address the anticipated construction operations. The proposed SWPPP, shall be submitted to the City within twenty (20) working days after the Date of Contract. No work will be allowed to begin without a City accepted SWPPP.

**PAYMENT** - Payment for the preceding shall be per the unit price bid per lump sum and shall be considered full compensation for all costs incurred by the Contractor for Preparation and submittal of the SWPPP, Implementing Best Management Practices, costs of any required permits and for the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.

**Bid Item No. 3: UNCLASSIFIED EXCAVATION**

Unclassified excavation shall conform to all Sections 300-1 "Clearing and Grubbing", 300-2, "Unclassified Excavation" and 300-4 "Unclassified Fill" of the Standard Specifications and shall consist of all unclassified excavation required to construct the new roadway section, parkway, and offsite improvements in conformance with the line and grades set forth on the plans.

Unclassified excavation shall include removals of the following materials within the project limits to the required subgrade depth: bus pads, concrete curb and gutter, concrete

sidewalks and driveways, asphalt concrete, aggregate base, native material, cement/lime treated material; slurry backfill; abandoned foundations or utilities, utility vaults, catch basins, and other materials which may be encountered within the project limits and are not included in a separate bid item, such as the concrete removal items.

Unclassified excavation shall include the regarding of slopes at a maximum 4:1 slope, except as noted elsewhere on the plans or these specifications.

Unclassified excavation shall include the removal of concrete spandrels, including sawcut, removal and disposal of existing P.C.C. and excavation.

Existing pole foundations shall be removed completely. Work under the "Clearing and Grubbing" bid item shall include the complete removal of four (4) additional buried foundations encountered during construction not specifically identified by the plans or viewable from surface grade.

The Contractor shall remove the existing AC pavement section down to the elevation as depicted on the Plans. All work shall comply with the applicable sections of the Standard Specifications as required. The existing AC pavement shall be saw-cut to full depth to provide a clean, neat, and straight pavement break. Then the joint between the existing pavement and the new pavement shall be sealed. A layer of tack coat shall be applied to all vertical-cut faces and between subsequent HMA lifts.

Existing PCC locations that are to be joined by new construction shall be sawcut in a straight line and sawcut to adjacent score lines per City Standards, or as marked in the field by the Engineer. Removals shall be no closer than 10' from expansion joints on curb and gutter and 5' on sidewalk. If the removal limits fall closer than said limits the removals shall be extended to the nearest expansion joint. Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 7-9, "Protection and Restoration of Existing Improvements" of the Standard Specifications at Contractor's expense.

Contractor shall assume that existing PCC improvements to be removed may contain reinforcing and no additional compensation will be allowed if it does.

Excavated and removed materials shall be removed from the job site the same day as excavated.

It is the Contractor's responsibility to cover all subsurface exploration as required and submit a complete bid covering the cost for exploration and removals to the grades required.

The Contractor shall protect and support existing improvements not designated to be removed adjoining and adjacent new improvements including walls, fences, brick work, PCC, drainage pipes, structures and other improvements.

If, in the opinion of the Engineer, the existing materials of areas beneath the regular excavation depth are unsuitable, and/or contaminated, the Contractor may be ordered to over-excavate those areas to a depth to be determined by the Engineer. A combination of stabilization fabric crushed miscellaneous base and/or asphalt concrete shall be used to replace materials over-excavated as directed by the Engineer.

The Contractor shall contact Transportation Services at (714) 754-5173 two (2) days prior to any excavation work that would damage traffic signal loops, for adjustments to the signal timing.

**PAYMENT** - Payment for all the preceding shall be at the unit price bid per cubic yard and shall include full compensation for mobilization, traffic control and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore. The Unclassified Excavation bid items are a Final Pay quantity and no additional compensation will be allowed. Please refer to proposal schedule page P-5 for further information about final pay

**Bid Item No. 5: CONSTRUCT 2" AC SURFACE COURSE, "TYPE C"**

**Bid Item No. 6: CONSTRUCT 3" AC BASE COURSE, "TYPE B"**

**Alternative Bid Item No. 44A: CONSTRUCT 4" AC SURFACE COURSE, "TYPE C"  
(BICYCLE/PEDESTRIAN PATHWAY)**

Asphalt Concrete (AC) shall conform to Section 203-6 of the Standard Specifications, with Section 92, "Asphalt" of Caltrans Standard Specifications and Special Provisions, and as modified herein.

- AC surface course shall be Type III-C3-PG-64-10 (1/2" sieve size) and 2" thick.
  - AC surface course for Alternative Bid Item No. 44A shall be 4" thick
- AC base course shall be Type III-B2-PG-64-10 (3/4" sieve size) and 3" thick

All areas for reconstruction and leveling shall be marked in the field by the ENGINEER. The Contractor is not allowed to drive his/her fully loaded trucks on the new asphalt concrete mat.

Sub-grade preparation shall conform to Section 301-1 of the latest edition of the Standard Specifications for Public Works Construction.

Unless otherwise directed by the ENGINEER, the finished surface of the new leveling course shall be 2-inches thick at the center/crown of roadway, tapering to 0 inches thick approximately one foot from the edge of the gutter lip.

Finished surface of the new pavement shall be flush with the edge of the gutter, if there

is a bike lane or crosswalk with curb ramps (A.D.A. path of travel). The finished surface of the new pavement shall be 3/8" higher than the edge of the gutter for all other conditions.

The Contractor shall be responsible for maintaining location of and access to, all water valves, water line gate valves and manholes during construction.

Contractor shall schedule paving operations to ensure that construction equipment does not drive over new A.C. material.

At least 24 hours of "cool off" time shall occur between A.C. lifts.

Contractor shall protect and preserve the entire existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the ENGINEER at no cost to the City.

Unless otherwise noted below, there are no special equipment requirements, the contractor shall comply with all provisions of the latest edition of the Standard Specifications for Public Works Construction.

#### 302-5.4 Tack Coat

Prior to placing asphalt concrete, all existing surfaces shall be cleaned by blowing air, water and/or broom, and the crack seal applied as part of the cold milling operation shall be set and inspected. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

The Tack Coat shall be applied to all exposed surfaces.

#### 302-5.5.1 Surface Preparation

Prior to placing asphalt concrete, all existing surfaces shall be cleaned by blowing air, water and/or broom. All striping and markings shall be removed by grinding or by some other approved method before placing asphalt concrete surface course, and skin patching. The surface shall be free of water, dust, and all foreign materials before any tack coat is applied.

Prior to the application of new AC surface course, the Contractor shall locate and tie-out all manholes and valve covers before commencing work.

Asphalt concrete shall be compacted to achieve at least 95 percent of the relative compaction.

The Contractor is not allowed to drive his/her fully loaded trucks on the new asphalt concrete mat.

### 302-5.6 Rolling

Initial or breakdown compaction shall consist of a minimum of three coverages of a layer of asphalt concrete. A pass shall be a movement of a roller in both directions over the same path.

A coverage shall be as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage made to insure compaction without displacement of material, in accordance with good rolling practice, shall be considered a part of the coverage being made and not a part of a subsequent coverage. Each coverage shall be completed before subsequent coverages are started.

Pneumatic rollers shall not be used without prior approval of the Engineer. The top layer of each lane, once commenced, shall be placed without interruption. The Contractor shall roll the newly laid asphalt concrete in such a manner that will not create a joint between two passes; joints shall be flush. If such joint exists, the Contractor shall be required to replace or repair that section as directed by the Engineer at no cost to the City. Six (6) inches of newly laid asphalt concrete to be joined by an adjacent pass shall not be rolled until adjacent pass has been laid.

Subgrade preparation shall conform to Section 301-1 of the Greenbook, and shall be included in the unit price bid for "Asphalt Concrete."

Asphalt concrete shall be placed with a paving machine equipped with a Preco attachment or an approved equal device for use in obtaining constant cross-slope and maximum joint quality.

At all locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, the Contractor shall provide straight neat lines and transition the last twenty (20) feet of new pavement to form a smooth transition with the existing pavement.

Contractor shall protect and preserve the entire existing pavement outside construction limits in the same condition as existing. Contractor shall replace and/or repair the damaged area to the satisfaction of the Engineer at no cost to the City.

**PAYMENT** - Payment for Construct 2" AC Surface Course, "Type C", Construct 3" AC Base Course, "Type B", and Construct 4" AC Surface Course, "Type C" (Bicycle/Pedestrian Pathway) shall be per the unit price bid per ton and shall include full compensation for mobilization, traffic control and the furnishing of all labor, materials, tools, equipment, hauling, spreading, compacting, grading, and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.

**Bid Item No. 7: CONSTRUCT 5" CMB UNDER AC PAVEMENT**  
**Alternative Bid Item No. 45A: CONSTRUCT 4" CMB UNDER AC PAVEMENT**  
**(BICYCLE/PEDESTRIAN PATHWAY)**

Untreated base shall be crushed miscellaneous base conforming to 200-2.4, as shown on the Plans or in the Bid. Base material shall not be crushed at the Work site. Base material shall have a fine gradation.

**PAYMENT** - Payment for the preceding shall be per the unit price bid per ton and shall include full compensation for mobilization, traffic control and the furnishing of all labor, materials, tools, equipment, hauling, spreading, compacting, grading, and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.

**Bid Item No. 8: APPLY CRACK SEAL AND TYPE II SLURRY SEAL**

This bid item includes the application of weed kill, crack seal and Type II Slurry Seal with 2.5% Latex.

Weed Kill

As directed by the Engineer, the Contractor shall treat cracks containing existing vegetation by cleaning and applying a sprayed herbicide weed killer prior to crack sealing. Weed killer solution shall be removed fourteen (14) days prior to sealing with crack sealant. Clear, grub and remove weeds from these areas after establishing the weed kill to the satisfaction of the Engineer.

Crack Seal

All pavement cracks  $\frac{1}{4}$  inch or wider shall be sealed with a hot applied rubberized asphalt sealant. In areas of question, the Engineer shall make the final determination as to which cracks shall be sealed. Crack sealant shall be Crafcoc Polyflex Sealant, Type 2 or 3, or approved equal, applied per manufacturer's instructions. Cracks less than  $\frac{1}{2}$ " wide shall be cleaned by routing and blowing prior to applying the sealant. Cracks over  $\frac{1}{2}$ " wide shall be cleaned by blowing operations prior to applying the sealant.

Cracks over 1" wide shall be cleaned by blowing operations, then filled by applying a tack coat and F-type AC mix compacted into place. The filled crack shall be sealed with an additional tack coat.

Care shall be taken to avoid excess sealant being applied to the existing pavement surface. The contractor shall keep traffic off of areas receiving crack sealant until it has cured enough so that it will not be disturbed by traffic. Sealant shall not protrude above the adjacent pavement surface. Cracks shall be sealed at least 7 days prior to slurry sealing.

All cracks and joints containing vegetation shall be sprayed by a licensed applicator, with

an approved herbicide, and removed prior to sealing with a rubberized crack sealant, as directed by the Engineer.

Slurry Seal (with 2.5% Latex)

The work shall include cleaning and sweeping, wet sand blasting existing striping prior to slurry seal, preparation, material, installation, curing, protection, testing, traffic control and all other work necessary to construct the slurry complete in place. The Contractor shall sweep the entire width of all affected streets with a vacuum-type sweeper so that all surfaces are clean of all loose material and dust. The ingredients of the materials of the Slurry Seal shall conform as specified in Subsection 203-5 "Emulsion-Aggregate Slurry" of the Standard Specifications, except as follows:

Slurry shall be quickset emulsion aggregate slurry seal cationic (CQS---1h) and shall have an additive of latex. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of 2.5% percent of the weight of the emulsified asphalt. The cost for the latex additive shall be included in the unit price for no additional cost to the City.

A final report for slurry mix design shall be submitted to the City for verification and all slurry mix design must be tested and approved by the specified laboratory prior to commencing work.

After mix proportions have been determined by the laboratory which has been approved by the City, the Contractor shall place one or more trial mixes either at the job site or at a location where small spreads of the slurry would not be objectionable.

The Contractor shall submit samples of aggregate, emulsion, retardant or accelerator, and the other required substances to the City to verify mix design submitted by the Contractor.

The cement mixing test will not be required for quickset cationic emulsion asphalt. The aggregate bin shall be calibrated in 2-ton increments in order that an accurate estimate may be made of the amount of material used for each load. Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weighmaster's certificate indicating the net weight capacity of the aggregate bin.

The Contractor shall furnish calibrated vehicle weight scales at the stockpile site for use by the Agency. The portable scales will be utilized for inspection and all mixers shall be weighed prior to transit. All equipment and tools necessary for the field measurement of the emulsion and aggregate by the Agency shall be furnished and maintained by the Contractor.

The Contractor shall be responsible for the initial setup of the weigh scales at the stockpile site and all necessary relocations during slurry seal operations. The Contractor shall apply the slurry using a minimum of two continuous mixers, one mixer to apply slurry with the



other machine is in transit to and from the batch site.

The Contractor shall provide a coordinator, at least one competent quickset man one competent driver for the mixer applying slurry, and one shuttle driver for the machine in route to reload. The Contractor shall also provide sufficient laborers for any hand work and clean up required to insure proper progress of work. Transit mix trucks shall not be used.

The spreader box shall be equipped with flexible material in contact with the pavement and shall be maintained so as to prevent loss of slurry outside the limits to be covered. It shall be adjustable to assure a uniform, controlled spread and shall be equipped with suitable drags that will erase ridges. It shall be mechanical or hydraulic type equipped with a steering device.

Prior to any change the Contractor shall thoroughly clean all emulsion tanks and mixing units to prevent any chemical reaction between the two emulsions.

Insofar as possible, slurry seal shall be applied to cul-de-sac areas and tress shaded areas in the early morning to allow proper curing.

Those areas that cannot be reached by regular spreading machine shall be spread by hand or by a small machine to completely cover those areas within the limitations of construction.

Sufficient water must be use to obtain a mix consistency that is smooth and homogeneous and does not segregate on standing. The water shall not exceed the content specified in the mix design.

Prior to the time of delivery of each shipment of asphalt emulsion, the Contractor shall deliver to the City certified copies of the test report for that emulsion. The test report shall indicate the name of the vendor, type and grade of asphalt emulsion delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase order number, and results of the specified tests. The test report shall be signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the standard specifications and is compatible with the proposed aggregate for the type and grade indicated. In addition, samples of each shipment of asphalt emulsion shall be taken upon arrival at the job site and furnished to the Engineer; a minimum of three of those samples, more if deemed necessary, to be selected by the Engineer shall be tested for continued test reports, the testing required in connection with those reports and all additional resting shall be provided by the Contractor at no cost to the City.

No material from that shipment of asphalt emulsion shall be utilized or employed in performance of the work until the certified test reports and samples of the material have been furnished to, check by, and verified by the Engineer.

If test results do not conform to the requirements of these special provisions, the

unacceptable slurry seal shall be removed and replaced at the Contractor's expense. Continued application of slurry will not be allowed until it can be shown to the Engineer's satisfaction that the mix conforms to the approved mix design. The Contractor shall, at the direction of the Engineer, repair and reseal all areas of the streets which have not been sealed properly and completely. No extension of time will be allowed for delays due to repairs, resealing, or improper mix. Any additional tests required by the Engineer prior to continued slurry application and the additional slurry required to correct the previously rejected slurry application shall be at the Contractor's expense.

The approximate rate of application coverage shall be from 1/8" to approximately 3/8" maximum with a coverage of 3/16" desired. For bidding purposes, the Contractor shall assume the application rate of slurry shall be between 1,100 and 1,400 square feet per extra long ton.

The Contractor shall verify weather condition prior to the application of slurry; however, no application shall commence before 8:00 a.m., or after 1:00 p.m. The streets to be sealed shall be closed from the time of application begins until the mixture has achieved sufficient set of 4 to 5 hours to be opened to traffic, or as directed by the Engineer. The full width of the roadway shall be open for use by public traffic no later than 5PM. No residential streets shall be closed to traffic before 8:00 a.m. or after 5:00 p.m.

If lumping, ball, or unmixed aggregate is observed, the slurry shall be removed from the pavement. It shall also be removed if coarser aggregate particles settle to the bottom of the mix. Streaks, such as those caused by oversized aggregate, shall be repaired at once with a hand squeegee.

No longitudinal or transverse streaking, bleeding (flushing), or loss of cover aggregate shall be accepted after application. Under the direction of the Engineer, Contractor shall remove all rejected areas and repair them to the acceptable degree by the Engineer. All cost for correction work shall be borne by Contractor.

The streets to be sealed with slurry shall be sealed from edge of pavement to edge of pavement.

Excessive build-up causing unsightly appearance shall not be permitted on longitudinal or transverse joints. Unless otherwise approved, the overlap at joints will not be less than 1" or greater than 3" and shall be feathered. Joints between asphalt pavement and concrete pavement and/or concrete gutters shall be completely and neatly sealed without excessive overlap onto concrete; any unsightly and objectionable excess shall be immediately removed as required.

The start and finish of a slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material, approved by the Engineer, on the pavement surface. After application of slurry, the paper shall be removed, leaving a straight edge.

All cul-de-sacs the Contractor shall slurry seal first to allow an extended cure time for

the cul-de-sacs locations. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at its expense.

The finished surface of the slurry seal shall be at least as smooth as the original pavement surface. Any corrugations on the surface creating vibrations noticeable by passengers in an automobile driving over the slurry sealed surface at legal speeds will result in rejection of the slurry seal construction.

Following curing of the applied slurry, the roadway shall be uniformly black in color and shall exhibit no streaking. Where the completely slurry is not uniform in color, the slurry application will be rejected. Any overlap onto concrete gutters is unacceptable and shall be removed immediately. All curbs, gutters, sidewalks and driveways shall be maintained free of loose aggregate and shall be swept as necessary or as directed by the City Engineer. Any stains resulting from the slurry sealing or paving shall be removed to the City's satisfaction. Any slurry seal application that has been rejected will be removed by cold planning to the original pavement. A new slurry seal application shall then be placed on the pavement. Any Pavement of slurry seal rejected shall be removed and replaced with the cost borne by the Contractor.

The Contractor shall be responsible for covering all asphalt pavement surfaces with an application of slurry seal in designated areas. This will include, but not be limited to, asphalt pavement directly adjacent to edges of structures, fences, walls, planters, walkways, driveways, lawns, and porches. The Contractor shall prevent the slurry seal from being deposited on any of these facilities and/or improvements and shall remove any splattering or spillage.

The Contractor shall provide such flagmen and barricades as required to protect the uncured slurry from vehicular traffic. Any damage to the uncured slurry shall be the responsibility of the Contractor.

The Contractor shall have a sufficient number of men on the job at all times to properly protect the freshly laid material and to correct any irregularities resulting from spillage, unsatisfactory materials or any other inconsistency as the work progresses. All discrepancies encountered in the application of slurry shall be immediately corrected to the satisfaction of the Engineer.

Upon Completion of each working day, the Contractor shall clean up the street or roads including all utility covers and all ground occupied by him in connection with the work. All work performed by the Contractor shall be left in a neat and presentable condition.

At the end of each day's work and at other times when construction operations are completed or suspended, all equipment and other obstructions shall be removed from the roadway.

Any slurry seal repair work performed by the Contractor shall be reviewed and approved by the Engineer. The cost of any repair work and removal of the damaged slurry seal shall be borne by the Contractor.

**PAYMENT** - Full compensation for complying with the work contained in this article shall be included in the contract price bid per Extra Long Ton (ELT), and shall include but not be limited to applying weed kill, crack seal, and placing slurry seal; sweeping and cleaning, removal of all existing markings, pavement markers, paint striping and Thermoplastic striping; and shall include full compensation for mobilization, traffic control and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.

**Bid Item No. 9: CONSTRUCT 8" MEDIAN CURB, TYPE "A"**

**Bid Item No. 10: CONSTRUCT 8" PARABOLIC MEDIAN CURB TRANSITION**

**Bid Item No. 11: CONSTRUCT VARIABLE HEIGHT RETAINING CURB (8" TO 14"), OVER 4" CMB**

**Bid Item No. 12: CONSTRUCT VARIABLE HEIGHT RETAINING CURB (0" TO 8"), TYPE "A", OVER 4" CMB**

**Bid Item No. 13: CONSTRUCT VARIABLE HEIGHT CURB (0" TO 8"), TYPE "A", OVER 4" CMB**

**Bid Item No. 14: CONSTRUCT 8" CURB AND GUTTER, TYPE "C", OVER 6" CMB**

**Bid Item No. 15: CONSTRUCT MODIFIED 6" CURB AND GUTTER, TYPE "C", OVER 6" CMB**

Concrete improvements shall be in conformance with City of Costa Mesa Standard Drawings, SPPWC Standard Drawings, details shown on the project plans, and Sections 201, "Concrete, Mortar, and Related Materials", 202-1 "Brick" and 303-5, "Concrete Curbs, Walks, Gutters, Cross Gutters, Alley Intersections, Access Ramps, and Driveways" of the Standard Specifications.

Brick improvements shall be in conformance with Sections 202-1 "Brick" and 303-4, "Masonry Construction" of the Standard Specifications.

Subgrade for concrete improvements shall conform to Section 301-1 "Subgrade Preparation". 6-inches of CMB shall be placed under curbs and curbs & gutter per Subsection 200-2.4 "Crushed Miscellaneous Base" and Section 301-2 "Untreated Base".

Bid Item No. 11 shall be constructed per detail shown on Sheet 2 of the plans. All other bid items in this section shall be constructed per City of Costa Mesa Standard Plan 311 and 312. A 2' minimum slot paving is required for all curb & gutter work. The excavation and restoration of the slot pave area is not included in this section as it is included in separate bid items.

The width of all gutter pans shall be 2 feet (W=24").

Concrete shall be class 560-C-3250. Forms shall be provided for excavating, backfilling and compacting. Forming work shall conform to Section 303-5.2, "Forms" and include any

removal, replacement, grading, excavation and saw-cutting necessary for curb and gutter construction.

For curb constructed adjacent to existing private landscaping improvements Contractor shall regrade to a slope at 4:1 maximum from the back of curb to meet existing adjacent surface grades, unless otherwise noted on the plans or specifications. Approximate daylight lines are shown on the plans. Low areas required to meet new or existing grades shall be filled; uncontaminated excavation materials may be used at Engineers approval. Any existing landscaping or irrigation improvements shall be replaced in kind. The grading behind the curb shall be included in the cost of the retaining curb bid item.

**PAYMENT** - Payment for the each of the preceding bid items shall be per the unit price bid per lineal foot of curb, retaining curb, or curb and gutter and shall include full compensation for mobilization, traffic control, sub-grade preparation, CMB, forms, backfilling behind curbs, grading behind curbs, restoring form areas and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore. New curb and gutter along bus pads shall be included in this bid item. **Excavation for the preceding work is included in and shall be paid from Bid Item #3 (Unclassified Excavation)** and no other compensation will be allowed.

**Bid Item No. 16: CONSTRUCT MEDIAN 4" STAMPED, SAND COLORED PCC OVER 4" SAND OVER COMPACTED SUBGRADE**

**Bid Item No. 17: CONSTRUCT 4" PCC SIDEWALK OVER 4" CMB**

**Bid Item No. 18: CONSTRUCT 4" PCC SIDEWALK (BICYCLE/PEDESTRIAN PATHWAY) OVER 4" CMB**

**Bid Item No. 19: CONSTRUCT 4" CONCRETE CURB RAMP (CASE A) OVER 4" CMB**

**Bid Item No. 20: CONSTRUCT 4" CONCRETE CURB RAMP (CASE B) OVER 4" CMB**

**Bid Item No. 21: CONSTRUCT MODIFIED 4" CONCRETE CURB RAMP (CASE F) OVER 4" CMB**

**Bid Item No. 22: CONSTRUCT 8" PCC SPANDREL OVER 8" CMB**

Concrete improvements shall be in conformance with the latest edition of the Caltrans Standard Plans and Specifications and City of Costa Mesa Standard Drawings.

Case A, Case B, and modified Case F concrete curb ramps shall be constructed per Caltrans Standard Plan A88A.

PCC Sidewalk shall be constructed per City of Costa Mesa Standard Plan 411. PCC Spandrel shall be constructed per City of Costa Mesa Standard Plan 415.

A 3' minimum slot paving is required for all spandrel work.

Metal hand railings for ramps and staircases shall conform to SPPWC Standard Drawing 606-4, details shown on the project plans and Sections 206-5 "Metal Railings" and 304-2 "Metal Railings"

Detectable warning devices shall be cast-in-place and installed per manufacturer's recommendations. Color shall be "Federal Yellow" (FS 33538 of Federal Standard 595C) as approved by Engineer.

Subgrade for concrete improvements shall conform to Section 301-1 "Subgrade Preparation". 4-inches of CMB shall be placed under sidewalks, ramps, median concrete, and staircases. 6-inches of CMB shall be placed under driveways and offsite concrete pavement. 12-inches of CMB shall be placed under bus turnout. CMB shall be placed per Sections 200-2.4 "Crushed Miscellaneous Base" and 301-2 "Untreated Base".

For the PCC improvements constructed adjacent to existing private landscaping improvements Contractor shall regrade to a slope at 3:1 maximum from the PCC improvement to meet existing adjacent surface grades, regrading beyond the above ratio where necessary. Low areas required to meet new or existing grades shall be filled; uncontaminated excavation materials may be used at Engineers approval. The grading behind the PCC improvements shall be included in the cost of the PCC improvement item.

Concrete shall be class 560-C-3250. Once work is started, the Contractor shall perform and complete work at each location within three (3) working days. Sidewalk thickness shall be 4" except at driveway approaches where it shall be 6" and shall be medium broom finished.

Geometrics of new PCC valley gutter shall match existing valley gutter being replaced. New valley gutter shall be doveled into existing.

The Contractor shall saw-cut and remove existing asphalt concrete or existing concrete sidewalk within construction limits where encountered for constructing new sidewalk and this work shall be included in the separate bid items. The remaining asphalt concrete or PCC pavement adjacent to new sidewalk shall be protected in-place, any damage caused by the Contractor shall be replaced at no cost to the City.

Pull boxes, traffic signal boxes, meter boxes, valve covers, hand holes, conduits and conductors shall be adjusted to finish grade, and approved by the Engineer prior to placement of PCC. Shallow conduit sweeps, and conductors shall be lowered. Broken, cracked, or damaged pull boxes, hand holes and lids shall be replaced prior to placement of sidewalk.

At all times the Contractor shall provide a safe and walkable temporary sidewalk with a minimum width of 48" clearance adjoining excavated areas within parkway limits for wheelchair and pedestrians to travel around construction areas. If such clearance is not possible, barricading, plating, filling, or other measures shall be required.

Weakened plane and expansion joints shall be constructed in PCC improvements in accordance with the plans and specifications and City Standard drawings. Crack Control Joints shall be constructed per plans as directed by the Engineer. Saw-cut joints shall be consistent in width and depth, true, straight, continuous, and evenly spaced.

Subgrade for stamped concrete within the median shall be compacted to 95% minimum relative compaction and shall match existing finish.

**PAYMENT** - Payment for Construct 4" Stamped Sand Colored PCC Median Over 4" Sand Over Compacted Subgrade and Construct 4" PCC Sidewalk Over 4" CMB, shall be per the unit price bid per square foot of improvement constructed. Payment for Construct 4" Concrete Curb Ramp (Case A) over 4" CMB, Construct 4" PCC Curb Ramp (Case B) over 4" CMB, and Construct Modified 4" Curb Ramp (Case F) over 4" CMB shall be per the unit price bid per each unit of improvement constructed. Unit prices shall include full compensation for mobilization, traffic control, sub-grade preparation, CMB, forms, metal hand railings restoring form areas, temporary AC pavement, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore. All proposed curb at curb returns within the BCR to ECR will be part of the curb ramp quantity. All proposed curb and gutter for curb ramps at curb returns within the BCR to ECR will be part of the curb ramp quantity. All proposed concrete built behind the curb ramp from BCR to BCR will be part of the curb ramp quantity. If retaining curb is present at the back of sidewalk, all concrete falling within the limits of said retaining curb shall be assumed to be part of the curb ramp quantity even if it extends past the BCR and ECR. **Excavation for the preceding work is included in and shall be paid from Bid Item #4 (Unclassified Excavation)** and no additional compensation will be allowed.

Payment for Construct 8" PCC Spandrel Over 8" CMB shall be per the unit price per Square Foot (SF) and shall include full compensation for mobilization, traffic control, subgrade preparation, Crushed Miscellaneous Base, forms, steel reinforcement, steel plates, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore. **Excavation for the preceding work is included in and shall be paid from Bid Item #4 (Unclassified Excavation)** and no additional compensation will be allowed.

**Bid Item No. 23: INSTALL 2" X 8" REDWOOD HEADER**

**Bid Item No. 24: REGRADE EXISTING LANDSCAPE AREA BEHIND PCC SIDEWALK. ADJUST IMPACTED IRRIGATION AND APPURTANCES AS NEEDED**

**Bid Item No. 25: FILL AND GRADE WITH NATIVE SOIL AND COMPACT TO 95% RELATIVE COMPACTION. FURNISH AND INSTALL 3" ORGANIC MULCH. ADJUST, REPLACE OR MODIFY IRRIGATION AND**

**APPURTENANCES AS NEEDED**

**Bid Item No. 26: MODIFY IRRIGATION AS NECESSARY TO ENSURE PROPER HEAD TO HEAD COVERAGE OF IRRIGATION**

**Bid Item No. 27: ADJUST, REPLACE OR MODIFY MEDIAN IRRIGATION AND APPURTENANCES AS NEEDED**

**Bid Item No. 37: RELOCATE EXISTING IRRIGATION CONTROL VALVES**

Landscaping and irrigation improvements shall conform to Sections 800 "Landscaping and Irrigation Materials" and 801 "Landscaping and Irrigation Installation" of the Standard Specifications as modified per these specifications. Landscaping and irrigation materials shall per the landscaping and irrigation plans and Special provisions. Existing irrigation materials may be salvaged and reused with approval by Engineer. Damaged irrigation materials shall be replaced.

For areas being filled and graded with native soil, the contractor shall match adjacent elevations (or as shown per plan). The contractor shall submit submittal sheets and/or samples of proposed mulch (per direction of Engineer) prior to ordering for Engineer approval.

All irrigation that is adjusted, modified, or replaced shall ensure proper head to head coverage of all landscaped areas and avoid spraying into adjacent sidewalks. The contractor shall use City of Costa Mesa or Orange Coast College (OCC) standard materials depending on the existing irrigation system that is being modified.

The Contractor shall comply and conform with the irrigation hardware standards of the City of Costa Mesa's Maintenance Services Division, as follows:

**Mainlines:**

Up to 2" – Schedule 40 PVC Pipe (same for non-potable sites)

2 ½ "and Above – Class 315 PVC Pipe (same for non-potable sites)

**Lateral Lines:**

Up to 2" – Schedule 40 PVC Pipe (same for non-potable sites)

2 ½ "and Above – Class 315 PVC Pipe (same for non-potable sites)

**Irrigation Controller Specifications:**

SiteOne (714-285-9092) – Rain Master Eagle Plus Irrigation Controllers. Verify specifications with District Sales Manager, prior to purchasing). All enclosures to be top entry. Inspection and certification are required after installation. Please contact John Ross – District Sales Manager. The contractor is to install two (2) additional station wires and two (2) additional common wires.

**Backflow Prevention Devices:**

Febco 825Yor 825YA (size dependent upon the needs of the project)

**Backflow Enclosure:**



All Spec – Hinged (size and type dependent upon the needs of the project)

Ball Valves:

Nibco – T-580 (bronze – size dependent upon site location)

Gate Valves:

Nibco – T113IRR– K – 200 PSI CWP (Bronze Cross – size dependent upon site location)

Electric Remote Control Valves:

Rain Bird EFB-CP (size dependent upon site location)

Quick Coupler Valves:

Rain Bird 33-DLRC & 44-LRC (size dependent upon the site location) - Potable Rain Bird 33-DNP & 44-NP (size dependent upon the site location) – Non Potable

Pop Up Spray Heads:

Rain Bird 1800 SAM-PRS – Bottom Inlet Only (sizes dependent upon the site location) with 1800 PCS compensating screens. Spray Heads are to be specified reclaimed for non-potable projects.

Pop Up Spray Nozzles:

MPR nozzles, U-nozzles, VAN nozzles, HE-VAN nozzles, Rotary nozzles, and R-VAN nozzles are acceptable nozzles dependent upon the configuration of the irrigation spray heads.

Stream Bubblers:

Rain Bird – Body Assembly – Bottom Inlet Only. 1800 Series (sizes dependent upon the site location).

Rain Bird – PA-80 (plastic adapter) for potable or PA-8S-NP (plastic adapter) for non-potable.

Rain Bird – 1400 Series – Pressure Compensating Full-Circle Bubblers. Rain Bird – 1800 PCS – Pressure Compensating Screens

Rain Bird – XPCN Series Nozzles (Low Volume Spray Nozzles)

Drip Irrigation Systems:

All drip irrigation and components to be Rain Bird Products. All drip shall be sub- surface; and include a Drip System Operation Indicator with appropriate color cap for each station.

Rotors:

Hunter PGP Ultra (sizes and nozzles dependent upon the site location) Hunter I-20 Series (sizes and nozzles dependent upon the site location) Hunter I-25 Series (sizes and nozzles dependent upon the site location) Hunter I-40 Series (sizes and nozzles dependent upon the site location) Hunter I-90 Series (sizes and nozzles dependent upon the site location) Rain Bird 3500 Series (sizes and nozzles dependent upon the site location) Rain Bird 5000 Series (sizes and nozzles dependent upon the site location) Rain Bird 6504 Series (sizes and nozzles dependent upon the site location) Rain Bird 8005

Series (sizes and nozzles dependent upon the site location) Rotors are to be specified reclaimed in non-potable projects.

Valve Boxes:

NDS Pro Potable – with lockable lid (sizes and variations dependent upon the site location)

NDS Pro Non-Potable – with lockable lid (sizes and variations dependent upon the site location)

Wire Connectors:

3M – DBR/Y-6

Master Valves: Netafim 36HM

- Size dependent upon site location
- ER Digital Register
- Volume in US Gallons
- Flow Rate at GPM
- Output
  - Drip Irrigation Systems – 1 gallon per pulse
  - All Other Irrigation Systems – 10 gallons per pulse
- Control Option – Manual Electric

**PAYMENT** - Payment for Install 2”X8” Redwood Header shall be paid at the unit price bid per linear foot. Payment for Relocate Existing Irrigation Control Valves shall be at the unit bid price per each item. Payment for Bid Items No. 23, 24, 25, and 26 shall be paid at a lump sum bid price. Payment for all of these items includes full compensation for mobilization, traffic control, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.

**Bid Item No. 28: CONSTRUCT CASE “A” CURB OPENING CATCH BASIN (W=21’)**

**Bid Item No. 29: CONSTRUCT CASE “B” CURB OPENING CATCH BASIN (W=14’)**

**Bid Item No. 30: INSTALL TYPE V INLET**

**Bid Item No. 31: CONSTRUCT LOCAL DEPRESSION**

**Bid Item No. 32: CONSTRUCT CONCRETE COLLAR FOR RCB**

**Bid Item No. 33: CONSTRUCT JUNCTION STRUCTURE-PIPE TO PIPE**

**Bid Item No. 34: FURNISH AND INSTALL 18” RCP, D-1500**

**Bid Item No. 38: REMOVE EXISTING CATCH BASIN STRUCTURE AND PROTECT EXISTING CONNECTOR PIPE IN PLACE. FILL AND COMPACT REMOVAL WITH NATIVE SOIL**

Concrete Structures shall be constructed in accordance with Section 303-1 of the Standard Specifications for Public Works Construction and these Special Provisions. Concrete shall conform to Section 201 of the Standard Specifications. Class 560-C- 3250

concrete shall be used for all structures as specified in Section 201-1 of the Standard Specifications, unless otherwise specified or noted on the plans.

Concrete curb opening catch basins shall be constructed per SPPWC Standard Plan 300-3. Inlets (Type V) shall be installed per OCPW Standard Plan 1305. Local Depressions shall be constructed per City of Costa Mesa Standard Plan 315. Concrete collars shall be constructed per SPPWC Standard Plan 380-4. Junction Structure shall be constructed per SPPWC Standard Plan 331-3.

All concrete structures shall be placed on firm and damp subgrade. If, in the opinion of the Engineer, the existing subgrade is wet, contaminated or contains unsuitable material due to no fault of the Contractor, the Contractor shall over excavate to a depth of one foot maximum and place crushed miscellaneous base as directed by the Engineer. Bedding material shall be used to backfill six inches (6") from the bottom and around the concrete structures.

Subgrade for local depressions shall conform to Section 301-1 "Subgrade Preparation". 6-inches of CMB shall be placed under local depression per Sections 200-2.4 "Crushed Miscellaneous Base" and 301-2 "Untreated Base".

If, in the opinion of the Engineer, dewatering of the excavation by use of well points, wells and pumping is necessary, the required work will be paid for as Extra Work per Section 3-3 of the Standard Specifications. No additional compensation for delay shall be allowed.

The Contractor's attention is directed to Section 7-10.4 Safety, of the Standard Specifications.

Testing:

Testing of the concrete shall be done in accordance with Section 201-1.1.4 of the Standard Specifications. Any testing results that do not meet the requirements shall result in the structure being rejected by the City and reconstructed by the Contractor at no cost to the City. No additional compensation shall be allowed.

Reinforcing Steel:

Reinforcing steel for reinforced concrete structures shall be grade 60 Billet-Steel. Cleaning, bending, placing and spacing of reinforcement shall conform to the applicable provisions of Section 52 of the State Standard Specifications and the drawings. The Contractor shall furnish a "Certificate of Compliance" with the specifications of ASTM Designation: A-615, All splices shall conform to the requirements of A.C.I. Manual, Standard 318-89. Splices requested by the Contractor for his convenience shall be subject to approval by the Engineer.

Steel plating shall conform to Section 207-12 of the Standard Specifications. Plate shall be cut to squarely fit on the walls of the existing catch basin structure and sit flush covering the opening in its entirety. Wobbling, shifting or movement of the steel plate is prohibited.

Structure Backfill:

Structural Backfill shall conform to Section 300-4.1 through 300-4.8 of the Standard Specifications.

Manhole and Junction Structures:

Contractor shall install galvanized manhole frame and cover in accordance with Orange County Standard Drawing 312-2-OC. The manhole rings are required and shall conform to ASTM Designation: C-478, and the drawings. The rings shall be laid up, using Type II cement with a 1:2 mix mortar and with ½ inch minimum thickness pointed joints. On completion, vertical wall section shall not be out of plumb by more than ½ inch in 10 feet of vertical height. The manhole rings shall also be accurately aligned. The cast iron manhole frame and cover shall be installed with frame accurately set to finished grade of pavement, in mortar well tamped around the perimeter of frame to ensure full bearing.

Manhole frames and covers shall conform to ASTM Designation: A-45, Class 30. The castings shall be free from cracks, blowholes, or other imperfections, and shall be straight, true to pattern and have a uniform finish. The castings for manholes in streets shall be thoroughly cleaned and coated with asphalt paint of approved composition, all other castings for frames and covers shall be cleaned and galvanized. The cover shall fit firmly into the frame without rocking, with the frame accurately placed so that cover is flush with finish paving. The manhole cover shall bear the letter "D" per detail shown on the L.A.C.F.C.D. Standard Drawing No. 2-D197. No additional compensation will be allowed.

**PAYMENT** – Payment for Construct Local Depression shall be at the unit bid price bid per square foot and shall include full compensation for mobilization, traffic control, construction of local depression, furnishing and placing CMB below local depression, temporary AC pavement, replacement of any damaged adjacent driveways, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.

Payment for Furnish and Install 18" RCP, D-1500 shall be at the unit price bid per linear foot and shall include full compensation for mobilization, traffic control, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.

Payment for Bid Items No. 27, 28, 29, 31, 32, and 37 shall be at the unit bid price per each and shall include full compensation for mobilization, traffic control, construction of catch basins and drain inlets, including concrete, grates, reinforcing steel, manhole frames, lid and rings, curb/gutter, structure backfill, necessary frames, forms and shoring, protection of all utilities, miscellaneous steel, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.

**Excavation for the preceding work is included in and shall be paid from Bid Item #3 (Unclassified Excavation) and Local Depressions for the preceding work is**

included in Bid Item #30 (Construct Local Depression) and no other compensation will be allowed.

**Bid Item No. 35: RESET SURVEY MONUMENT**

Resetting of survey monuments shall be executed in accordance with Section 309 (page 456) of the Standard Specifications for Public Works Construction 2018 Edition. The Contractor is responsible for locating and tying existing survey monuments and centerline points prior to construction, reestablishing such monuments or points after construction, and filing Corner Records (Pre-construction and Post-construction) with the County Surveyor before the project may be considered for acceptance by the agency.

**PAYMENT** - Payment for Reset Survey Monument shall be at the unit bid price per each item and shall include full compensation for mobilization, traffic control, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.

**Bid Item 36: RELOCATE EXISTING BUS BENCH AND DEBRIS RECEPTACLE**

The Contractor is responsible for relocating the existing bus bench and debris receptacle in accordance with OCTA standards. The contractor shall coordinate with the City and OCTA for relocation of the existing bus bench and debris receptacle.

**PAYMENT** - Payment for Relocate Existing Bus Bench and Debris Receptacle shall be at the unit bid price per each and shall include full compensation for mobilization, traffic control, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.

**Bid Item 39: SIGNING AND STRIPING**

All pavement markers and delineators shall be in accordance with Section 81 "Miscellaneous Traffic Control Devices" of the latest edition of the 2023 Caltrans Standard Specifications (including the Revised Standard Specifications) as modified within these Special Provisions. All striping and pavement markings shall be in accordance to Section 84 "Markings" of the latest edition of the 2023 Caltrans Standard Specifications (including the Revised Standard Specifications) as modified within these Special Provisions, and comply with the 2023 Caltrans Standard Plans, and the latest edition of the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD), and as specified by the ENGINEER.

The Contractor shall furnish all material, services, labor and equipment necessary for the required pavement preparations, layout and completing the pavement markings.

These special provisions set minimum requirements on material characteristics of the

pavement marking products. Requirements concerning application and contractor warranties shall be maintained to secure acceptable performances.

## **81 MISCELLANEOUS TRAFFIC CONTROL DEVICES**

### **81-2 Delineators**

#### **81-2.01 General**

##### **81-2.01C Submittals**

[Add the following:].

The contractor shall provide submittal sheets for approval prior to ordering the materials.

#### **81-2.02 Materials**

##### **81-2.02A General**

[Add the following:].

The delineators shall be flexible 36" tall white OmegaPost high speed high performance tubular delineator (2" diameter) with welded capped top and black colored bases. Each delineator shall be equipped with two green 3" bands of flexible retroreflective sheeting and each base shall be equipped with two reflectors, one facing each direction of travel. Contractor shall provide submittals to Engineer for review and approval prior to ordering delineators.

#### **81-2.03 Construction**

[Replace entire section with the following:].

The contractor shall surface mount the delineators using a 2-part epoxy and/or anchor bolts per manufacturer's specifications and per direction of City Maintenance staff and the Engineer.

### **81-3 Pavement Markers**

#### **81-3.02 Materials**

##### **81-3.02A General**

[Add the following:].

Blue "Fire Hydrant" Raised Pavement Markers

The Contractor shall furnish and install blue reflective raised pavement markers on new pavement at existing fire hydrant locations. The new marker location shall be in accordance with the Typical Hydrant Marker Location Standard Drawing and the following requirements:

1. Two-way Streets or Roads: Markers shall be placed six (6) inches from edge of painted centerline on the side nearest the fire hydrant. If the street has no centerline, the marker shall be placed six (6) inches from the approximate center of the roadway on the side nearest the hydrant. See Figures 1 through 3 of the above-mentioned standard.

2. Streets with Left-Turn Lane at Intersection: Markers shall be placed six (6) inches from edge of painted white channelizing line nearest the hydrant. See Figure 4 of the above-mentioned standard.

3. Streets with Continuous Two-Way Left-Turn Lane: Markers shall be placed six (6) inches from the edge of the painted yellow barrier line on the side nearest the fire hydrant. See Figure 5 of the above-mentioned standard.

#### **81-3.04 Payment**

[Add the following:].

Payment for the proceeding shall be per the Lump Sum bid fee for Signing and Striping and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved as specified on the Plans and these Specifications.

#### **81-8 Existing Pavement Markers and Delineators**

##### **81-8.03 Construction**

##### **81-8.03B Remove Pavement Markers**

[Add the following:].

All blue "fire hydrant" pavement markers that are removed shall be reinstalled by the contractor.

When striping is removed, any corresponding pavement markers within or adjacent to the stripe, or within the gaps of dashed striping shall be removed.

##### **81-8.04 Payment**

[Add the following:].

Payment for the proceeding shall be per the Lump Sum bid fee for Signing and Striping and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved as specified on the Plans and these Specifications.

## **82 SIGNS AND MARKERS**

### **82-2 Sign Panels**

#### **82-2.02 Materials**

##### **82-2.02A General**

[Add the following:].

All sign face reflective sheeting shall be diamond grade retroreflective with protective overlay film.

Prior to ordering sign panel, the contractor shall provide signing submittal for Engineer's review showing all proposed signs and sign sizes. Proposed warning sign colors shall be provided as yellow or FYG.

[Add the following section:].

##### **82-2.03C Remove and Salvage Sign and Sign Post**

Sign panels and sign posts to be salvaged shall be delivered the same day to the city. The salvaged sign panels and posts shall be delivered to the City's corporation yard, located at 2310 Placentia Avenue, Costa Mesa 92627. Prior to delivery, please call Juan Santos at 714-697-5545.

##### **82-2.04 Payment**

[Replace section with the following:].

Payment for the proceeding shall be per the Lump Sum bid fee for Signing and Striping and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved as specified on the Plans and these Specifications.

### **82-3 Roadside Signs**

#### **82-3.02A General**



[Add the following:].

Signs and shall posts shall conform to the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition.

Unless otherwise noted on the plans, all new or relocated signs shall be installed on 2" square perforated steel posts with breakaway connections. Signs shall follow the CA MUTCD regarding clearances from the bottom of the lowest sign to the finished surface.

### **82-3.02B Metal Posts**

[Add the following:].

Metal posts shall be 1¾" square perforated steel posts (Telespar) with breakaway anchor.

### **82-3.03 Construction**

#### **82-3.02A General**

[Add the following:].

Installation of sign posts, including mounting height and required clearances, shall conform to the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest edition.

Anchor shall not extend beyond 2" from top of adjacent finished grade where installed and shall conform to OC Public Works Standard Plan 1417 for sign post installation.

#### **82-3.04 Payment**

[Replace the entire section with the following:].

Payment for the proceeding shall be per the Lump Sum bid fee for Signing and Striping and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work involved as specified on the Plans and these Specifications.

### **82-9 Existing Roadside Signs and Markers**

#### **82-9.04 Payment**

[Replace the entire section with the following:].

Payment for the proceeding shall be per the Lump Sum bid fee for Signing and Striping and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for

doing all work involved as specified on the Plans and these Specifications.

## **84 MARKINGS**

### **84-1 General**

#### **84-1.01 General**

[Add the following:].

Markings must also comply with the Caltrans Standard Plans and Revised Standard Plans, latest edition.

The contractor shall record the existing Striping and Markings for the entire project limits on the Plans and provide to the Engineer prior to removal operations.

Contractor shall restore pavement traffic striping and marking damaged during construction to original condition.

The installed material shall be highly visible to the motorists both day and night.

Unless otherwise noted, all traffic stripes shall be 6 inch width minimum and shall comply with the most recent Caltrans Standard Plans.

### **84-2 Traffic Stripes and Pavement Markings**

#### **84-2.02 Materials**

##### **84-2.02A General**

Paint, thermoplastic and glass beads for traffic stripes and pavement markings will be furnished by the Contractor, including cat tracks and dribble lines, unless otherwise noted in the Plans or these special provisions.

##### **84-2.02C Thermoplastic**

[Replace entire section with the following:].

Thermoplastic must comply with State Specification PTH-02ALKYD.

All stop bars, crosswalks, legends, and arrows shall be installed using thermoplastic, and conform exactly to the City of Costa Mesa stencil types except fabricated preformed thermoplastic applications.

**The northern thermoplastic crosswalk across Pinecreek Drive shall be preformed thermoplastic due to the concrete cross gutter and shall be installed with concrete binder.**

Thermoplastic shall be Alkyd Thermoplastic Pavement material that is applied to a road surface in a molten state by extrusion of the designated thickness and width. The thermoplastic shall be mixed with glass beads and shall, upon cooling, be reflectorized with additional glass beads and shall be allowed to completely cool to prevent deformation by traffic.

#### Preformed Green Colored Thermoplastic

All preformed green thermoplastic pavement markings shall be either bright green Ennis Flint PreMark Vizigrip or Geveko Premark Anti-Skid. Preformed green thermoplastic shall be non-slip, non-skid and retroreflective. Contractor shall turn in submittal sheets to Engineer for approval prior to ordering. Preformed green thermoplastic shall be installed by strictly following manufacturer's specifications. Preformed Green Thermoplastic shall not be installed on concrete unless approved by the Engineer.

Green coloring in thermoplastic used for bicycle lanes, bike boxes, bicycle lane conflict zones, green-back sharrows, bicycle paths, or other bicycle facilities shall conform to the requirements set forth in the April 2011 FHWA Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14) as well as the June 2016 FHWA update: Official Interpretation #9(09)-86 (I) on Chromacity Requirements for Green-Colored Pavement.

#### **84-2.02G Paint**

[Add the following:].

Waterborne traffic paint shall adhere to State Specification PTWB-01R2 (June 2022)

#### **84-2.03 Construction**

##### **84-2.03A General**

[Add the following:].

In order to ensure maximum possible adhesion, the pavement surface upon which the pavement markings are to be placed shall be properly cleaned from grease, oil, mud, dust, dirt, grass, loose gravel, and other deleterious material prior to the application of the thermoplastic pavement markings, and prime sealer.

The Contractor shall furnish and apply traffic stripes and pavement markings shown on the plans or where directed by the Engineer. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. The Contractor shall layout or "cat track" proposed marking for approval by the Engineer or his designee prior to performing actual marking placement. No work shall commence without said approval.

The Contractor shall request a meeting in the field with the Engineer prior to start of cat-tracking in order to review the proposed striping and discuss the City's cat-tracking requirements. The Contractor shall "cat track" for striping and markings no later than 24 hours after the application of the slurry/ACSC (if applicable). Solid and dashed bike lane striping as well as bike lane buffers and crosshatch markings in those buffers, shall be cat-tracked as to be able to see the beginning and ends of the transitions of all detail 39 and Detail 39A striping as well as the locations of all crosshatch markings. The bike lane and bike buffer shall be cat-tracked in such a way as to be able to see the continuous facility. If the bicycle lanes and buffer (including crosshatch markings in the buffer) are not cat-tracked to the satisfaction of the Engineer, the Contractor shall re-do the cat-tracking until the Engineer is satisfied and the Engineer will not review the cat-tracking otherwise.

The Contractor shall mark, or otherwise delineate, the new traffic lanes and pavement markings directly after the removal of the existing striping and markings. The Contractor shall modify the cat-tracking as directed by and to the satisfaction of the Engineer prior to striping and no additional cost shall be allowed for striping revisions directed by the Engineer.

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint or thermoplastic (hot-applied or preformed) is thoroughly dry.

Green preformed pavement markings adjacent to crosswalks shall be installed as to avoid tire tracking of vehicles crossing the intersection and wearing out the markings.

Thermoplastic and paint shall be placed as close as possible to utility structures without covering them.

The Contractor shall perform all layout, alignment, and spotting of control points spaced at 100 feet on tangents and 50 feet on curves.

Thermoplastic, preformed or hot applied, shall not be installed on concrete unless approved by the Engineer.

Unless otherwise specified on the plans, all traffic stripes (single, double, or pairs) shall be 6" minimum width and comply with latest edition of Caltrans Standard Plans.

#### Pavement Marking Guarantee

The pavement marking material furnished and installed under this contract shall be guaranteed by the Contractor against failure due to blistering, bleeding, excessive cracking, staining, discoloration, oil content of pavement materials, smearing or spreading under heat, deterioration due to contact to oil or gasoline drippings, chipping, spoiling, poor adhesion, and loss of reflectivity resulting from defective materials or methods of application for a period of one year.

## **84-2.03C Application of Traffic Stripes and Pavement Markings**

### **84-2.03C(1) General**

[Add the following:].

The Contractor shall apply the first application of paint for traffic striping and shall install thermoplastic (hot-applied or preformed) markings no sooner than seven (7) calendar days following the application of new slurry/ACSC or fourteen days (14) if installed during Summer (if applicable). Green preformed thermoplastic markings shall be installed no sooner than twenty one (21) days following application of new slurry/ACSC (if applicable).

Any painted curb removed or damaged during construction shall be repainted in kind (i.e. red, yellow, green, etc.).

The completed pavement markings shall have clean and well-defined edges. The maximum deviation from the designated position of the stripe marking shall not exceed 1/2" in any 100-foot length of stripe, including gaps. Pavement markings shall conform to the shapes and dimensions of the markings as designated on the State Standard plans.

Advance spotting of angle points, end points and other control points shall be performed by the Contractor and be approved by the Engineer.

Any damage to the newly placed marking due to the failure of the Contractor to protect the work shall be repaired by the Contractor at no additional cost.

The contractor shall not place pavement markings and markers on any manhole, valve, anode, detector handhole, or monument rim and cover. For lane striping, placement of markings or markers shall discontinue on the rim and cover and shall continue along the same alignment, as shown in the drawings.

Any cover marked during the construction of the project shall be restored to its original condition or replaced, in kind, at the contractor's expense.

### **84-2.03B(2) Thermoplastic**

#### **84-2.03B(2)(a) General**

[Remove the following:].

Apply thermoplastic in a single uniform layer by spray or extrusion methods

[Add the following:].

Apply thermoplastic by extrusion methods or using preformed markings according to the

plans, these special provisions, and per direction of Engineer. **Thermoplastic shall not be installed when the temperature of the pavement is less than 55 degrees Fahrenheit to prevent weak bonding.** The contractor may preheat the surface of the asphalt to above 55 degrees Fahrenheit if approved by Engineer.

Prior to installing the thermoplastic on concrete, the Contractor shall use concrete binder and prepare concrete surface for binder to facilitate proper adhesion of thermoplastic onto concrete.

All pavement marking arrows and words shall be thermoplastic unless otherwise noted on the plans or directed and approved by the Engineer.

**All white lines that are adjacent to green preformed thermoplastic such as detail 39A (conflict zones) or detail 38/38A (for bike boxes), etc. shall be thermoplastic.**

**The northern thermoplastic crosswalk across Pinecreek Drive shall be preformed thermoplastic due to the concrete cross gutter and shall be installed with concrete binder.**

Preformed thermoplastic including green non-slip and non-skid preformed thermoplastic for bicycle facilities on asphalt or on concrete shall be installed per manufacturer's specifications. If using a radiant heater and if the corundum sinks below manufacturer's specifications, additional hand casted corundum shall be added to the surface before the preform thermoplastic cools. If installed on concrete, contractor shall perform a porosity test to determine if the concrete has proper porosity. If the concrete fails the porosity test, the portion of the concrete where the green preformed markings will be installed shall be water blasted, allowed to thoroughly dry and then the contractor shall install concrete binder per manufacturer's specifications to facilitate proper adhesion to concrete.

**Newly placed thermoplastic pavement markings shall be protected from damage by public traffic or other causes until the thermoplastic (hot-applied or preformed) is thoroughly cool and dry.** Thermoplastic that is deformed, marked, or damaged by traffic due to improper installation or because the thermoplastic was not allowed to cool will be removed and reinstalled at the expense of the contractor and to no additional cost for the City.

#### **84-2.03B(2)(c) Sprayable Thermoplastic**

[Remove section 84-2.03B(2)(c) in its entirety].

#### **84-2.03B(6) Paint**

[Remove the following:].

Apply painted traffic stripes and pavement markings in 1 coat on existing pavement surfaces, at an approximate rate of 107 sq ft/gal.

Apply painted traffic stripes and pavement markings in 2 coats on a new pavement surface. The 1st coat of paint must be completely dry before applying the 2nd coat.

[Add the following:].

Apply painted traffic stripes and/or pavement markings in 2 coats on all existing and new pavement surfaces, each coat at an approximate rate of 107 sq ft/gal. The 2nd coat of paint shall be applied no earlier than 3 days after application of the first coat, unless otherwise approved by Engineer.

Newly placed painted traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry.

All white lines that are adjacent to green preformed thermoplastic such as detail 39A (conflict zones) or detail 38/38A (for bike boxes), etc. shall not be paint and shall be thermoplastic.

#### **84-2.04 PAYMENT**

[Remove the following:].

A double traffic stripe consisting of two 6-inch-wide yellow stripes are measured as 2 traffic stripes except for painted traffic stripes and sprayable thermoplastic traffic stripes.

A double sprayable thermoplastic traffic stripe consisting of two 6-inch-wide yellow stripes are measured as single traffic stripe.

[Add the following:].

Pairs of traffic stripes or pairs of double traffic stripes for purposes such as centerlines, two-way left turn lanes, striped medians, etc. shall be measured from end to end of the pair of stripes, and shall not be measured as total length of all individual stripes.

Dashed traffic stripes for purposes such as centerlines and lane lines shall be measured from end to end of the stripe inclusive of gaps, and shall not be measured as total length of all dashes.

Payment for the proceeding shall be per the Lump Sum bid fee for Signing and Striping and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for mobilization, traffic control, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.

#### **84-9 EXISTING MARKINGS**

##### **84-9.03B Remove Traffic Stripes and Pavement Markings**

[Replace in its entirety with the following:].

All striping and pavement markings must be removed to the fullest extent possible from the pavement by wet sandblasting with immediate cleanup of residue. No "blacking out" or temporary covering will be allowed. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operations without damaging the pavement and subgrade.

All pavement markers to be removed shall be removed without damaging the pavement and without removing pavement to a depth of more than 1/8 inch. Remove pavement markings such that the old message cannot be identified. Water must not puddle in the ground areas. Fog seal ground areas on asphalt concrete pavement when striping and markings are removed on new pavement per discretion of Engineer.

Accumulations of sand or other material that might interfere with drainage or might constitute a hazard to traffic will not be permitted and shall be removed immediately. Traffic stripes and markings shall be removed before any change is made in the traffic pattern and before painting new stripes and markings.

Where blast cleaning is used for the removal of traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within ten feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface being treated.

After removal of existing markers and striping, temporary markers and striping must immediately be in place until such time where the final markers and striping can be placed.

#### **84-9.04 Payment**

[Replace in its entirety with the following:].

Payment for the proceeding shall be per the Lump Sum bid fee for Signing and Striping and additional compensation shall not be allowed. The Lump Sum price shall include full compensation for mobilization, traffic control, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.

**PAYMENT** - Payment for "Signing and Striping" shall be per unit price bid per Lump Sum and shall include full compensation for mobilization, traffic control, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.



**Bid Item 40: TRAFFIC SIGNAL MODIFICATION, INTERCONNECT AND FULL FUNCTIONALITY WITH THE CITY'S TRAFFIC MANAGEMENT CENTER**

The following additions are made to the "Standard Specifications." If there is a conflict between the "Standard Specifications" and these additions, these additions shall have precedence. Provisions of Sections 12, 56, 84, 86 and 87 of the Standard Specifications and Standard Plans (2023), and any applicable errata (or Revised Standard Plans) of the State of California, Department of Transportation shall apply to all construction materials, methods, and payment for traffic signal and lighting work, except as stated herein.

**4 SCOPE OF WORK**

**4-1.03 Work Description**

[Add the following:].

The scope of work in consists of traffic signal modification work consisting of removing signal poles, installing new traffic signal poles, new signal heads, relocation of the existing traffic signal cabinet, new pull boxes and conduit, complete rewiring of the intersection, completing all necessary traffic signal interconnect work at the intersection of Adams Avenue and Pinecreek Drive required to reestablish communications between the traffic signal and the City of Costa Mesa Traffic Management Center (TMC) caused by relocation of the signal cabinet.

**6 CONTROL OF MATERIALS**

**6-2 Quality Assurance**

**6-2.03 Department Acceptance**

**6-2.03B Job Site Inspection and Testing**

[Add the following:].

It shall be the Contractor's responsibility to arrange the furnishing, testing, pick-up, and delivery of all items to the project site. Any costs involved to test, deliver and install equipment shall be borne by the Contractor and be considered as included in the lump sum price and no additional compensation shall be allowed.

Following notification, the Contractor must complete a satisfactory "turn-on" within a reasonable time of the day and hour specified in the notification. When a turn-on is not completed, as specified above, it shall be canceled and rescheduled with the Engineer. The turn-on shall not be made on Friday or the day preceding a legal holiday. The Engineer shall be notified at least 48 hours prior to the intended turn-on and shall authorize the "turn-on" day and hour.

The installation resistance shall not be less than 100 megohms on all circuits when the megger tests are performed. Testing shall not be conducted until all control and/or sensor units and probes have been disconnected from the circuit.

The signal monitoring unit shall be tested in the field before "turn-on". Five days of continuous satisfactory operation as called for in Section 87-1.01D, "Quality Assurance," of the Standard Specifications shall be provided.

## **8 PROSECUTION AND PROGRESS**

### **8-1.02 Schedule**

#### **8-1.02A General**

[Add the following:].

The Contractor shall initiate procurement of traffic signal equipment immediately upon contract authorization and begin assessment of utility locations. The Engineer shall approve the scheduling and sequence of all construction work prior to performing the construction activity. The Contractor shall contact each utility company to coordinate and schedule work and provide written correspondence to the Engineer.

The Contractor shall verify all existing facilities and notify the Engineer of any conflicts found during pre-construction inspection prior to commencement of any work. During the course of construction, no additional compensation will be provided for the correction of the differences between the plans and in the field.

The Contractor shall attend a pre-construction meeting within one (1) week following contract award. No actual project working days shall be charged for these activities. The Contractor shall notify the City in writing of the start date of actual field construction.

Excavation, conduit installation, pull boxes and foundations should be coordinated in a most expedient manner to minimize the disruption and inconvenience of an extended construction schedule. Construction once started shall be pursued daily through project completion.

The Contractor is responsible for securing an adequate storage site for equipment and materials. The Contractor shall provide supervisory personnel to keep the construction site in a safe, neat and orderly condition at all times. No Materials or equipment shall be stored at the job sites unless approval is issued by the Engineer.

The Contractor shall have on the work site at all times as his agent, a competent English speaking superintendent capable of reading and thoroughly understanding the drawings, specifications, and other related documents.

## **56 OVERHEAD SIGN STRUCTURES, STANDARDS, AND POLES**

### **56-3 Standards, Poles, Pedestals, And Posts**

#### **56-3.01C(2) Foundations**

##### **56-3.01C(2)(a) General**

[Add the following:].

Foundation concrete shall be vibrated to eliminate air pockets. Anchor bolts and cages shall be furnished and installed by the Contractor conforming to Caltrans standards. The contractor shall verify the bolt pattern of each pole prior to foundation installation.

After all utility locations are exactly established, the Contractor shall contact Engineer for authorization of specific pole foundation location.

#### **56-3.02 Steel Standards, Poles, Pedestals, and Posts**

##### **56-3.02A General**

[Add the following:].

Contractor shall furnish and install poles, nuts, bolts, washers, cages, and other hardware as required conforming to Caltrans standards, at no additional contract expense. Poles and hardware shall be tested and certified per Caltrans testing procedures. Copies of the inspection request form and certifications given to the Engineer. Sign mounting hardware shall be Detail "U" of the Standard Plans ES-7N.

**Steel poles shall follow latest Buy America requirements.**

**The Contractor shall coordinate the delivery and erection of poles to occur on the same day.** No materials or equipment shall be stored at the job site unless authorized by the Engineer. The job site shall be maintained in a neat and orderly condition and safe pedestrian pathways provided at all times along all sidewalks, without exception. The installation of signal poles shall meet CAL/OSHA Electrical Safety Order and the Public Utilities Commission General Order No. 95, Rules for Overhead Electric Line Construction.

Prior to ordering poles the Contractor shall conduct the following:

1. Examine the Project Plans and proposed excavation site(s), and contact Underground Service Alert (USA) to verify the existence and location of any potentially affected underground facilities.
2. Perform necessary potholing per City of Costa Mesa minimum requirements, including full width and 6-foot depth at proposed signal pole locations. It shall be the responsibility and liability of the Contractor to determine the existence or non-

existence of such utilities and to protect them from damage at all times in conjunction with the location of pole installations.

3. Restore potholing locations and provide documentation of full restoration and good condition of repair. If any potholes backfilled and restored by the Contractor begin to settle, the Contractor will be responsible to repair them at their expense for a year from the date the potholing was completed.

## **DIVISION X ELECTRICAL WORK**

### **86 GENERAL (DIVISION X ELECTRICAL WORK)**

All electrical equipment, materials, and work shall be in accordance with Section 86 "Electrical Work" and Section 87 "Electrical Systems" of the latest edition of the Caltrans Standard Specifications (including the Revised Standard Specifications) as modified within these Special Provisions.

The Contractor shall furnish all material, services, labor and equipment necessary for the required work.

These special provisions set minimum requirements on material characteristics of the pavement marking products. Requirements concerning application and contractor warranties shall be maintained to secure acceptable performances.

#### **86-1.02 Materials**

##### **86-1.02B Conduit and Accessories**

###### **86-1.02B(1) General**

[Add the following:].

Conduit shall be High Density Polyethylene (HDPE) Type IPS SDR9, or Schedule 40 PVC, unless otherwise approved by the Engineer. HDPE shall be used for underground boring of conduit or for underground fiber optic cables and shall comply with ASTM F2160. The contractor shall have the proper HDPE spooling equipment to install conduit without crimping or damage. HDPE conduit shall not be spliced. A bonding wire shall be furnished with all HDPE conduit. All conduit sweeps shall meet Caltrans standards for future fiber optic cable installations.

Pull tape shall be furnished and installed in each new conduit run. Pull tape must be a flat, woven, lubricated, soft-fiber, polyester tape with a minimum tensile strength of 1,800 lb. The tape must have sequential measurement markings every 3 feet.

Tracer wire shall be furnished and installed in each conduit run and shall be a minimum No. 12 solid copper conductor with orange insulation Type TW, THW, RHW, or USE.

###### **86-1.02C Pull Boxes**

### **86-1.02C(1) General**

[Remove section from lines 6 to 23].

[Add the following:].

Pull boxes shall conform to the provisions in the State Standard Specifications and these special provisions and comply with UL and NEMA standards. **New pull boxes shall be Christy N-series and lids shall be lightweight fiber material, "Fiberlyte". Pull box lids for fiber optic pull boxes shall be bolt-down anti-vandal type. Contractor to furnish tool for unlocking and removing pull box covers.**

All pull boxes shall be factory-made standard size No.6 pull boxes unless otherwise noted on the plans or directed by the Engineer. Home run pull boxes or pull boxes containing fiber splice enclosures shall be size No. 6 with extension (#6E) unless otherwise noted on the plans or directed by the Engineer. The cover marking for each pull box shall read "TRAFFIC SIGNAL" for traffic signal pull boxes, "TRAFFIC FIBER" for traffic signal fiber optic communication pull boxes, and "LIGHTING" for lighting pull boxes, **Pullboxes containing fiber optic cables shall be provided with vandal resistant locking mechanisms as specified in the State Standard Plans and shall be gray in color. Contractor shall submit to the City equipment necessary to unlock and access pull boxes. Contractor to send submittal for City review and approval prior to ordering.**

A pull box cover must have a marking on the top that is:

1. Clearly defined
2. Uniform in depth
3. Parallel to the longer side
4. From 1 to 3 inches in height

Pull boxes adjacent to Traffic Signal poles shall have 10 foot ground rod with ground clamp and shall be fastened to bare grounding conductor from Traffic Signal pole. No new pull box shall be located within five feet of a water meter or fire hydrant. Replace sidewalk in-kind to match existing material, color, and pattern, from score mark to score mark after pull boxes have been installed.

### **86-1.02C(2) Nontraffic Pull Boxes**

[Add the following:].

The nontraffic pull box shall be a type N series pull box and the pull box lid shall be Fiberlyte material. Pull boxes and covers shall be gray.

### **86-1.02F Conductors and Cables**

#### **86-1.02F(1) General**

[Add the following:].

Only the splicing of loop detector cable shall be permitted. All other conductors including interconnect cable shall be continuous without splicing between terminal points, without exception. Conductors No. 8 AWG or larger shall be spliced by the use of "C" shaped compression connectors. Splices shall be insulated by "Method B."

Individual conductors shall not be used for new traffic signal installations or modifications of existing traffic signals unless specifically directed by the ENGINEER and shown on the plans.

Each traffic signal pole shall be served by a single 12 CSC cable per each two vehicle phases. Each pedestrian push button or bicycle push button assembly shall be served by a single 3 CSC.

Conductors and cables must be clearly and permanently marked the entire length of their outer surface with:

1. Manufacturer's name or trademark
2. Insulation-type letter designation
3. Conductor size
4. Voltage
5. Number of conductors for a cable

The minimum insulation thickness and color code requirements must comply with NEC.

#### **86-1.02F(1)(c)(ii) Bonding Jumpers and Equipment Grounding Conductors**

[Add the following:].

Grounding jumper shall be attached by a 3/16 inch or larger brass bolt in the signal Standard or controller pedestal and shall be run to the conduit, ground rod or bonding wire in adjacent pull box. The grounding jumper shall be visible after the PCC cap has been poured on foundation.

#### **86-1.02K Luminaires**

##### **86-1.02K(1) General**

[Add the following:].

Luminaire heads shall be LED-type. All luminaire heads shall be equipped with utility wattage labels. LED Luminaires shall be Leotek GCL G-series "legacy" or GCM J-Series luminaire heads, model number GCL1-60G-MV-NW-3R-GY-530-WL-PCR7-LLPC-SC or City approved equal. The luminaire heads shall be 250W HPS equivalent or greater.

##### **~~86-1.02M Photoelectric Controls~~**

[Add the following:].

~~Contractor to furnish and install Type V photoelectric control on the side of all new service equipment enclosures.~~

### **86-1.02P Enclosures**

#### **86-1.02P(2) Service Equipment Enclosures**

[Add the following:].

The contractor shall be responsible for carrying out the work in any Edison prepared design drawings and coordinating with Edison to schedule inspections to establish service connection to the intersection.

The contractor shall relocate the existing Type II-B service cabinet on the existing traffic signal cabinet. The Contractor shall furnish all work and materials required to provide the intended service and coordinate work with the Edison Company well in advance of this work. ~~The Contractor shall pay all electrical service connection and design fees.~~

~~A new 3" schedule 80 PVC conduit shall be furnished and installed from the existing SCE pull box to the base of signal cabinet foundation. At the base of the signal cabinet foundation a 3" to 2.5" schedule 80 reducer fitting shall be installed and 2.5" schedule 80 conduit installed into the service cabinet. It shall be the Contractor's responsibility to establish all electrical service connections for the traffic signal and lighting system and for any work seen or unforeseen during this process.~~

Service cabinets shall be aluminum (0.125-inch minimum thickness) with seams continuously welded meeting Caltrans Standards, unpainted aluminum, and anti-graffiti coated per the Engineer's direction.

All work and materials required to provide the intended service shall be furnished and performed, including coordinating with Edison. The lump sum bid price shall include installation and/or removal of pull boxes/hand holes, service risers, breakers, conduit and conductors, labor, materials, tools and equipment to provide the intended service operation, including all necessary connection fees, and no further compensation shall be allowed.

### **86-1.02Q Cabinets**

#### **86-1.02Q(3) Controller Cabinets**

[Replace the entire section with the following:].

##### **1. Controller/Cabinet Assembly**

Contractor shall relocate the existing TS2 P-44 Cabinet Assembly onto a new foundation. The cabinet assembly, upon relocation, shall be reconfigured as TS2 Type 1.

Solid-state traffic actuated controller unit, cabinet and auxiliary equipment shall conform to the provisions in Section 86-1.02Q(3), "Controller Cabinets", these Special Provisions, and NEMA TS-2 standards.

#### **86-1.02R Signal Heads**

[Add the following:]

Vehicle head mountings shall be configured as directed by the Engineer prior to drilling of standards and head installations. Adjustments required to the signal head mounting configuration and placement on standards shall be provided as directed by the Engineer at no additional contract cost. PV heads, if used, shall be programmed at the direction of the Engineer. The color of all signal heads, backplates, and mountings shall be black.

Signal backplates are required for all signal heads and shall be Swarco McCain or Korman Signs backplates with retroreflective borders manufactured and pre-equipped around the entire 2" outer border of the backplates. The Contractor shall not perform a retrofit of standard backplates using 2" retroreflective tape or sheeting. Retroreflective sheeting shall be 3M 4081 Series (Diamond Grade DG3) and fluorescent yellow. Contractor to turn in submittal sheets to Engineer for various signal configurations for approval prior to ordering.

#### **86-1.02R(4) Signal Faces**

[Add the following:].

All new circular signal indications shall be 12" GE VLA Model LED Signal Modules with an incandescent look and arrow indications shall be 12" GE GTX City VLA Model with an incandescent look. The all indications shall be clear and not tinted. A five-year warrantee shall be provided on all LED lenses furnished by the manufacturer. A Certificate of Compliance from the manufacturer shall be submitted to the Engineer, and a copy of the LED purchase order, product specification, certificate of compliance and warrantee. If programmed visibility (PV) signal heads are used, they shall be LED.

#### **86-1.02T Accessible Pedestrian Signals**

[Add the following:].

**The Contractor shall furnish and install a Polara iNS iNavigator 2-wire push button APS system or approved equal.** The APS system shall include Polara Push Button Stations, Central Control Unit (iCCU-S2) and Interconnect Board (iN2-ICB) and all necessary equipment, mounts, cabling, connectors, and any other items necessary to provide the intended operation as shown on the plans and these specifications. The APS



shall have vibrotactile feedback and arrow style push button per latest requirements outlined in the final rule of the Public Rights of Way Accessibility Guidelines (PROWAG).

All Accessible Pedestrian Signals shall have a 10' minimum physical separation between them per California MUTCD requirements.

The contractor shall coordinate with the manufacturer and submit to the City specification sheets for the programming of the audible feedback messaging for each pedestrian crossing for City approval.

For APS push buttons, the push button sign shall be an R10-3e (9"x15") sign with back plate attachment. The push button shall be yellow and installed 42" high from the center of the button to the finished pedestrian landing surface. Face-plate screws shall be stainless steel tamper resistant. The contractor shall submit the PPB manufacture's specifications and warranty to the Engineer.

#### **86-1.02U Push Button Assemblies**

[Replace entire section with the following:].

Per the Public Rights of Way Accessibility Guidelines (PROWAG), all push button assemblies shall be APS systems. The project shall not install non-APS push buttons as shown on the plans but shall install APS push buttons instead. Please refer to Section 86-1.02T.

### **87 ELECTRICAL SYSTEMS**

#### **87-1 General**

##### **87-1.03 Construction**

##### **87-1.03B Conduit Installation**

##### **87-1.03B(1) General**

[Add the following:].

Existing reused conduit shall be cleaned with a mandrel or cylindrical wire brush and blown out with compressed air.

Rock wheeling shall be allowed only if authorized in writing by the Engineer. The Engineer prior to work shall approve the method of rock wheeling. Conduit installation under pavement, curb/gutter areas shall be by boring method approved by the Engineer.

No open cutting shall be permitted for streets in City moratorium areas, unless City

Standard roadway repair moratorium compliance measures are implemented. Any work in designated moratorium areas will include AC pavement mill and overlay work extending 50' beyond the damaged area, within each affected travel lane.

Excessive use of water, such that pavement might be undermined, or subgrade softened shall not be permitted. Conduits to be drilled or jacking rod shall be fitted with suitable drill bits for the required hole size. Jacking or boring method must not weaken or damage any embankment, structure or pavement. Any mud from jacking or boring shall be flushed from the conduit and removed from the jacking pit to eliminate inadequate backfilling.

Parkway trenching shall conform to City of Costa Mesa Standard Drawing No. 813, 411, 413 and 414 for sidewalk replacement. All existing plant and irrigation materials including but not limited to sod, trees and bushes damaged by trenching or boring work shall be replaced in kind, at no additional compensation.

Within pull boxes, conduit shall be placed to meet minimum clearances between the pull box base, the conduit end and lid of pull box, conforming to Caltrans Standard Plans and Specifications. The contractor shall adjust existing pull boxes where clearance is inadequate to accommodate existing and proposed cable and/or conductors. Work shall conform to Caltrans Standard Specifications 86-1.02B and 87-1.03B. The ends of conduit termination in pull boxes and controller cabinets shall be sealed with an approved type of sealing compound.

Conduit shall be placed in a manner to allow the cable/wire to be pulled in a straight line and clear the side of the pull box by at least 2 inches. Use minimum bending radius as permitted by Appendix H of ICEA S-19/NEMA WC 3 and SMFO cable manufacturer's recommendations.

After conductors/cables have been installed, the exposed end of conduits terminating in pull boxes, service equipment enclosure and controller cabinets shall be sealed with an approved type of sealing compound immediately after installation of conductors. Conduit for future use in pull boxes shall be threaded and capped, with a pull rope intact between successive pull boxes.

All excavations for the installation of conduits and pull boxes, and removal of old systems, shall be backfilled, compacted and restored to match adjacent areas and excess material shall be immediately removed from the job site. All trenching activity, commenced each day, shall be fully backfilled to the finished surface grade at the end of each day; final resurfacing shall be completed within five (5) working days on all streets and all trenches maintained in a safe condition.

Work shall include furnishing and installing trenching, jacking and boring, and all associated labor, materials, tools, equipment and incidentals involved in furnishing and installing conduit, complete in place. This shall include installation of conduit under sidewalk, soil and roadway pavement areas, removing surface materials, furnishing fittings, bends, bushings, pull wires, modification of conduit entrances, replacement and

repair in kind of AC, PCC, sod, irrigation within all areas affected by conduit installation, and all associated work, materials and equipment required to provide the intended operation. All jacking pits shall be adequately compacted immediately upon installing fill material and made safe for pedestrian access, and inspected by the Engineer prior to concrete or asphalt placement.

All conduit existing within excavation areas shall be lowered, modified and/or adjusted as required to accommodate the intended improvements at no additional compensation. The Contractor shall determine the exact location of all underground facilities within improvement area, by hand digging if necessary, prior to commencing excavation work to assure avoidance of conflicts. All costs for preliminary exploratory work of existing conditions and subsequent utility modification shall be included in the lump sum bid item and no additional compensation shall be allowed.

The Contractor shall be responsible for identifying the location and for the protection of all electrical facilities including signal conduit and interconnect. Where damage is caused by the Contractor's operation, the Contractor shall replace damaged facility at no extra cost to the City of Costa Mesa.

**87-1.03C Installation of Pull Boxes**

**87-1.03C(1) General**

[Add the following:].

All pull boxes shall be located as shown on the plans and as directed by the Engineer. No pull box shall be located within the driveway apron, or within any wheelchair ramp landing. Pull boxes within unimproved areas shall have a Class 1 flexible Post Delineator, per Caltrans Standard Plan A73-C installed adjacent to the pull box.

Within the pull box, the conduit shall be placed in a manner that the lowest portion of the opening shall be a minimum of 2 inches above the bottom of the pull box, the top portion of the opening shall be not less than 8 inches from the top of the pull box. The conduit shall be placed in a manner to allow the cable/wire to be pulled in a straight line and clear the side of the pull box by at least 2 inches.

Pullbox Installation Details - The bottom of pull boxes installed in the ground or in sidewalk areas shall be bedded in at least 6 inches of crushed rock and shall be grouted prior to the installation of conductors. The grout shall be between 1 and 2 inches in depth and shall be sloped towards the drain hole. A layer of roofing paper shall be placed between the grout and the crushed rock sump. A 1 inch drain hole shall be provided in the center of the pull boxes or splice vault through the grout and the roofing paper.

Excavating and backfilling shall be as per section 87-1.03E, "Excavating and Backfilling for Electrical Systems" of the State Standard Specifications except that the backfill material shall not contain rocks graded larger than 1 inch.

Where the sump of an existing pull box is damaged by the Contractor's operations, the sump shall be reconstructed and if the sump was grouted, the old grout shall be removed, and new grout placed at the cost of the Contractor and not the City. Any existing improvements damaged by the Contractor shall be in accordance with the State Standard Specifications at the cost of the Contractor and not the City.

Pull box Adjustments - The contractor shall adjust existing pull boxes where inadequate clearance is provided to accommodate the proposed cable and conductors, or where settling has occurred whereby the pull box grade is lower than that of the adjacent surface area grade at no additional cost to the City. Work shall conform to Caltrans Standard Specifications 87-1.03C. Pull box adjustment shall include the installation of new bushings, conduit end sealant, crushed rock and grout prior to the installation of conductors, and necessary concrete repair work. Old grout shall be removed, and new grout installed as required. Repair of adjacent PCC sidewalk shall be included, conforming with these specifications.

### **87-1.03R Signal Heads**

#### **87-1.03R(1) General**

[Add the following:].

Mounting hardware configurations shall be approved by the Engineer prior to installation. Vehicle head mounting assemblies shall be configured and adjusted by the Contractor as directed by the Engineer at no additional contract cost.

The top opening of signal heads shall be sealed with a neoprene gasket. LED's shall be products pre-qualified by the Caltrans' Testing Laboratory. Signal mounting assemblies shall consist of Size 41 standard steel pipe or galvanized conduit, necessary fittings, slip-fitters and terminal compartments. Pipe fittings shall be ductile iron, galvanized steel, aluminum alloy Type AC-84B No. 380 or Bronze. Mast arm slip-fitters post top slip-fitters and terminal compartments shall be cast bronze or hot-dip galvanized ductile iron. After installation any exposed threads of galvanized conduit brackets and areas of the brackets damaged by wrench or vise jaws shall be cleaned with a wire brush and brush painted with 2 applications of approved un-thinned zinc-rich primer (organic vehicle type) conforming to the requirements in Section 91, "Paint". Aerosol cans shall not be used. All iron and steel materials used shall follow Buy America regulations.

#### **87-1.03V Detectors**

[Replace with the following:].

##### **87-1.03V(4) Video Detection**

Video detection system shall be Iteris Vantage Vector Hybrid Video/Radar Detection

System with all required appurtenances and monitor and mouse set-up in the traffic signal cabinet. Contractor shall schedule turn-on support for VDS system to set up video detection zones for stop bar detection of vehicles and cyclists and radar advance detection zones.

## **87-4 Signal and Lighting Systems**

### **87-4.02 Materials**

[Add the following section:].

#### **87-4.02C Internally Illuminated Street Name Signs**

[Add the following].

The IISNS shall be a Type A sign with internal LED light panel. If new IISNS signs are used, the contractor shall submit proposed IISNS sign panel overlay for City approval prior to ordering.

The housing must be constructed to resist torsional twist and warp. The housing must be designed such that opening or removing the panels provides access to the interior of the sign for lamp, ballast, and fuse replacement.

The top and bottom of the sign must be manufactured from formed or extruded aluminum and attached to formed or cast aluminum end fittings. The top, bottom, and end fittings must form a sealed housing.

The top of the housing must have 2 free-swinging mounting brackets. Each bracket must be vertically adjustable for leveling the sign to either a straight or curved mast arm. The bracket assembly must allow the lighting fixture to swing perpendicular to the sign panel.

The sign panel's surface must be evenly illuminated. The brightness measurements for the letters must be a minimum of 150 foot-lamberts, average. The letter-to-background brightness ratio must be from 10:1 to 20:1. The background luminance must not vary by more than 40 percent from the average background brightness measurement. The luminance of letters, symbols, and arrows must not vary by more than 20 percent from their average brightness measurement.

The message must appear on both sides of the sign and be protected from UV radiation.

No splicing is allowed within the fixture.

One the proposed new IISNS installations, located on signal pole at the south/southeast corner of the intersection, shall be mounted on 8' straight mast arm that clamps onto the signal pole, as indicated on the plan.

[Add the following section 88:].

## **88 MISCELLANEOUS TRAFFIC SIGNAL SYSTEMS**

### **88-1 Emergency Vehicle Preemption**

#### **88-1.01 General**

If used, Emergency vehicle Multimode Preemption system shall be the Global Traffic Technologies (GTT) Opticom Preemption System. All GTT Opticom equipment shall be new and obtained from the local authorized GTT Opticom dealer to secure the 5/ 10 year warranty.

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

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

GTT M-764 (MMPS) Multi Mode Phase Selector  
GTT M-768 (MMPS) Green Sense Panel and Harness  
GTT M-760 Card Rack  
GTT 3100 GPS Radio Unit  
GTT 1070 GPS Installation Cable

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

The multimode phase selector shall be capable of receiving data encoded signals from either or both infrared and GPS radio detection equipment and combine the detection

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

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

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

#### Matched Components

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

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

## 2. Opticom System Multimode Components

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

### Multimode Phase Selector

1. The multimode phase selector recognizes inputs from both infrared and GPS/radio activation methods at the intersection and supplies coordinated inputs to the controller.
2. The multimode phase selector is designed to be installed in the traffic controller cabinet and is intended for use directly with numerous controllers. These include Type 170/2070 controllers with compatible software, NEMA controllers, or other controllers along with the system card rack and suitable interface equipment and controller software.
3. The multimode phase selector will be a plug-in, four channel, multiple-priority, multi-modal device intended to be installed directly into a card rack located within the controller cabinet. The multi-mode phase selector shall be capable of using existing Opticom IR or Opticom GPS card racks,
4. The multimode phase selector may be powered from either +24 VDC or 120VAC.
5. The multimode phase selector shall support front-panel RS-232, USB and Ethernet interfaces to allow management by on-site interface software and central software. An RS-232 port shall be provided on the rear card edge of the unit. Additional RS-232 communication ports shall be available using the Auxiliary Interface Panel.
6. The multimode phase selector shall include the ability to directly sense the green traffic controller signal indications through the use of dedicated sensing circuits and wires connected directly to field wire termination points in the traffic controller cabinet. This connection shall be made using the auxiliary interface panel.
7. The multimode phase selector shall have the capability of storing a minimum of 10,000 priority control calls. When the log is full, the phase selector shall drop the oldest entry to accommodate the new entry. The phase selector shall store each call record in non-volatile memory and shall retain the record if power terminates. Each preemption record entry shall include the following points of information about the priority call:

It shall be the responsibility of the contractor that the authorized dealer of the emergency vehicle preemption equipment be present for the traffic signal function test. To insure installation and functioning of the GTT Opticom equipment, the representative from the dealer shall be certified and factory trained on the latest edition of GTT Opticom



equipment and software. The dealer's representative shall provide a test vehicle with the latest Opticom GPS emitter as required for the testing. Please contact DDL Traffic Inc., the Sole Authorized Dealer for Southern California at (714) 321-7513.

#### Signal Interconnect

All Traffic Signal Interconnect work and materials shall comply with Section 87 "Electrical Systems" of the 2023 CSP and RSP, notably Section 87-18 "Interconnection Conduit and Cable" and Section 87-19 "Fiber Optic Cable Systems". The Contractor shall furnish all material, services, labor and equipment necessary to reestablish signal interconnection between the signal at Adams Avenue and Pinecreek Drive and existing signals, after relocation of the signal cabinet and to reestablish communication between the traffic signal at Adams Avenue and Pinecreek Drive and the City of Costa Mesa Traffic Management Center (TMC). The City only permits splicing of fiber at intersections using splice enclosures in a 6E pull box.

**PAYMENT** – Payment for Compensation for "Traffic Signal Modification, Interconnect and Full Functionality with the City's Traffic Management Center" shall be at the unit price bid per Lump Sum and shall include full compensation for mobilization, traffic control, potholing, and the furnishing of all labor, materials, tools and appurtenances necessary to complete all work involved as specified on the plans and specifications and no additional compensation will be allowed therefore.

#### **Bid Item 41: INSTALL STREET LIGHTING CONDUIT**

This item shall include all labor, work, materials and incidentals necessary to install conduit and pullboxes complete in place for street lighting, consistent with the Southern California Edison (Edison) approved plans. In addition to supplying conduit and pullboxes and lids the work shall include, but is not limited to placement of gravel/rocks, appropriate adjustment to grade and alignment, restoration of disturbed areas, and all other work.

Conduit shall be 3" schedule 40 PVC conduit. PVC conduit must be manufactured by an Edison approved manufacturer per CD115 and comply with Edison requirements. Conduits shall be placed at a minimum of 30" cover under existing roadway surface and a minimum of 30" under existing sidewalk. Under this bid item, the Contractor shall repair/replace AC pavement and/or concrete not already shown on the plans as a proposed improvement and shall perform the work per the Standard Specifications. It shall be the Contractor's responsibility to verify, locate and protect all utilities that may be encountered during all phases of conduit installation. Contractor shall maintain a minimum of 5-feet from existing water lines.

Contractor shall install pull tape/rope. The pull tape/rope must be a flat woven lubricated soft fiber polyester tape with a minimum tensile strength of 1,800 lb and have printed sequential measurement markings every 3 feet. At least 2 feet of pull tape must be doubled back into the conduit at each end.

The contractor shall be responsible for carrying out any work required consistent with Edison prepared design drawings in preparation of foundation installation, streetlight installation, wiring, and turn-on by Edison Contractor and Edison forces. This includes but is not limited to installation of pull boxes, lighting conduit, and coordination with Edison. The contractor shall coordinate with Edison such that the streetlights are installed prior to concrete pour of the pathways to prevent damaging new concrete. If any discrepancies exist between these specifications and the Edison-approved drawings, the Edison-approved drawings shall take precedence.

**\*\*The Contractor is not responsible for furnishing or installing the streetlights or foundation, nor are they responsible for installing conductors/cables. All Edison fees will be paid by the City. \*\***

**PAYMENT** – Payment for Street Lighting shall be at the unit bid price per lump sum and shall include full compensation for mobilization, traffic control, installing pull boxes and conduit, and the furnishing of all labor, material, appurtenances, tools, equipment and incidentals, and for doing all work involved as specified on the Southern California Edison approved plans and these specifications and no additional compensation will be allowed therefore.

#### **Bid Item No. 42: ADJUST EXISTING SEWER MANHOLE TO GRADE**

##### Adjustment of Existing Sewer Manhole

Adjusting manholes to grade shall conform to Costa Mesa Sanitary District (CMSD) requirements, Standard Specifications, Standard Drawings, and these Special Provisions. CMSD Standard Specifications and Standard Drawings can be found on their website located at the following web address:

[https://www.cmsdca.gov/sewer/sewer\\_system\\_information/plans\\_specifications.php](https://www.cmsdca.gov/sewer/sewer_system_information/plans_specifications.php)

The Contractor shall contact CMSD at least 48 hours prior to raising any manhole to grade or installing any other improvements requiring inspection and approval by CMSD, so that the District inspector can review and approve the installation. It shall be the Contractor's responsibility to excavate and locate all utilities and appurtenances, which may affect construction of the utility relocations and adjustments. All exploratory excavations shall occur far enough in advance to permit any necessary relocation or adjustment without delaying the project. All costs incurred by the Contractor in making exploratory excavations shall be considered to be included the Mobilization bid item and in the unit price bid for constructing the individual water improvements. Portland cement class shall be 560-C-3250.

**PAYMENT** - Payment for Adjust Existing Sewer Manhole to Grade shall be at the unit price bid per each item. The contract unit price paid shall include mobilization, traffic control, installation of water and other utility appurtenances, aggregate base, Portland cement concrete, plating of holes during concrete curing periods, and the furnishing of all labor, material, appurtenances, tools, equipment and incidentals, and for doing all work involved

as specified on the plans and specifications and no additional compensation will be allowed therefore.

**Bid Item No. 43: ADDITIONAL WORK ITEMS**

This work item entails work beyond the Scope of Work established within the Plans, Specifications, and Standard Specifications as directed by the ENGINEER with a specified Contract allowance. At the direction of the ENGINEER, the Contractor shall provide labor, equipment, and materials for the project management beyond the Scope of Work established within the Project Plans and Specifications. Work **might** include, but not be limited to; delivery of additional newsletters; clearing and grubbing; disposal of materials; potholing; furnishing and installation of informational signs; and related work, and will only be performed if required, and approved by the ENGINEER. The Contractor acknowledges that this bid item will only be used at the discretion of the ENGINEER. The allowance for this line item is as shown within the Proposal Section of these Specifications.

**PAYMENT** - Measurement and Payment for "Additional Work Items" shall be paid per Force Account (F.A.) for all work performed pursuant to these Specifications and shall include the furnishing of all labor, material, appurtenances, tools, equipment and incidentals required to complete the work as directed by the ENGINEER.

**APPENDICES /**  
**MISCELLANEOUS CONTRACT**  
**DOCUMENTS**

# **APPENDIX 1**

## **SAMPLE AGREEMENT**

**The following is a sample Public Works Agreement, which the City may modify based upon the specific project and the requirements imposed by any entity providing funding assistance for the project (e.g. FHWA, CalTrans, or HUD).**

**CITY OF COSTA MESA  
PUBLIC WORKS AGREEMENT FOR  
CITY PROJECT NO. \_\_\_\_\_**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated \_\_\_\_\_ ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and \_\_\_\_\_, a California corporation ("CONTRACTOR").

CITY desires to construct the public work and improvements described below under Scope of Work, Paragraph 1 ("Work").

ACCORDINGLY, the parties hereto agree as follows:

1. SCOPE OF WORK.

The Work consists of \_\_\_\_\_.

The Work is further described in the "Contract Documents" referred to below.

The Project is known as \_\_\_\_\_, City Project No. \_\_\_\_\_ ("Project").

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project: this Agreement; notice inviting bids; the CONTRACTOR's bid; the complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions; the provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"); Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each Bond;

certificates of insurance; the summary of Public Contract Code section 9204; and all addenda setting forth any modifications or interpretations of those documents. The documents attached hereto are incorporated herein by this reference. The Greenbook is incorporated by reference as if fully set forth herein. The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The CITY's Representative is \_\_\_\_\_, referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

(a) Project Manager. CONTRACTOR's Project Manager must be approved by City. Such approval shall be at CITY's sole discretion.

(b) Personnel. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the CITY's Project Manager, and in accordance with the time of performance set forth in Paragraph 7.

6. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work of construction in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

7. CONTRACT PRICE.

\_\_\_\_\_ (\$\_\_\_\_\_).

8. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within \_\_\_\_\_ [working/calendar days] from the first day of commencement of the Work.

9. TERMINATION.

(a) Termination for Convenience.

CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.

(b) Termination for Breach of Contract.



(i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.

(ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.

(iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

10. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 8 of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to \_\_\_\_\_ as liquidated damages for each day beyond the date provided for the completion of such Work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

11. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 8, of this Agreement. The CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 9, incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

12. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his or her decisions shall be final and binding upon CONTRACTOR and its sureties.

13. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for CONTRACTOR.

14. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. CITY shall have the right of access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

15. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR's sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the

proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

16. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the COUNTY and after CONTRACTOR shall have furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered

securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to CITY arising out of CONTRACTOR's or any subcontractor's Work under this Agreement; CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be One Thousand Dollars (\$1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand Dollars (\$5,000.00).

17. PROMPT PAYMENT OF SUBCONTRACTORS.

The CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONTRACTOR receives from CITY.

The CONTRACTOR agrees further to release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may

occur only for good cause following written approval of the CITY.

18. CONTRACT SECURITY AND GUARANTEE.

Unless previously provided by CONTRACTOR to CITY, CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook.

CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which he is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor its furnishing of the Bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

19. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability

against the CITY, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 19 of this Agreement.



The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

In the event that CONTRACTOR and CITY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of CONTRACTOR, or by a dangerous condition of CITY's property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to CITY by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY.

20. INSURANCE.

CONTRACTOR shall not commence Work under this Agreement until it has obtained all insurance required under this section and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of CONTRACTOR to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions

of Paragraph 18 of this Agreement.

(a) Workers' Compensation Insurance.

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days' advance written notice of such cancellation to CITY.

CONTRACTOR agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(b) Liability Insurance Coverage.

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

(i) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limits, per occurrence and aggregate.

(ii) Below are approved endorsements which satisfy the basic

insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's Office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000.00 combined single limits, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(1) Additional Insured:

"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement."

(2) Notice:

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY."

(3) Other Insurance:

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by CITY. No policy of insurance issued as to which the CITY is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

21. PROOF OF INSURANCE.

Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through

the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to the Risk Management.

22. LEGAL WORK DAY - PENALTIES FOR VIOLATION.

Eight (8) hours of labor shall constitute a legal day's work during any one (1) calendar day. CONTRACTOR shall forfeit to CITY the sum of Twenty-Five Dollars (\$25.00) for each workman employed in the execution of this Agreement by CONTRACTOR or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815, inclusive.

23. PREVAILING WAGE SCALE.

CONTRACTOR shall comply in all respects with the Davis-Bacon Act (40 U.S.C. section 276a) and with California Labor Code sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code section 1776.

CONTRACTOR shall furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

24. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this Agreement, including but not limited to laws regarding health and safety, labor and employment, and wage and hours.

25. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish

a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto as Attachment No. 1. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

26. NON-DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Section 1735 of the California Labor Code.

27. CONTRACT ASSURANCE.

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. 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 Agreement, which may result in the termination of this Agreement or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all

subcontracts.

28. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

29. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: \_\_\_\_\_

Notices required to be given to CONTRACTOR shall be addressed as follows:

Notices required to be given to CONTRACTOR shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Notices required to be given to CONTRACTOR's sureties shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

30. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

31. PERS ELIGIBILITY INDEMNIFICATION.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees' Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

32. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

33. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

34. RESOLUTION OF CONTRACTOR CLAIMS.

CONTRACTOR claims, as defined in California Public Contract Code section 9204, shall be resolved in accordance with the provisions of Section 9204 and applicable law. A summary of Section 9204 is attached hereto and incorporated herein by this reference.

35. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

36. ASSIGNABILITY.



This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

37. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

38. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

39. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

40. CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

41. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,  
A municipal corporation

\_\_\_\_\_  
Tamara Letourneau  
Acting City Manager

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

CONTRACTOR

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:

\_\_\_\_\_  
Brenda Green  
City Clerk

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas Duarte  
City Attorney

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

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Ruth Wang  
Risk Management

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

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Kelly A. Telford  
Finance Director

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

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Raja Sethuraman  
Public Services Director

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

\_\_\_\_\_  
[ Name ]  
Project Manager

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

**APPENDIX 2**

**REMAINING MISCELLANEOUS**

**CONTRACT DOCUMENTS**

**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.



**LABOR AND MATERIALS PAYMENT BOND  
TO ACCOMPANY CONTRACT PUBLIC WORK**

WHEREAS, the City of Costa Mesa, State of California, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal", a contract for the project known as: \_\_\_\_\_ in the City of Costa Mesa, in strict conformity with the contract on file with the Costa Mesa City Clerk, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the contract and the terms thereof and California Civil Code section 9554 require the furnishing of a bond, providing that if Principal or any of Principal's subcontractors fails to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work agreed to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We, the undersigned Principal, and \_\_\_\_\_, duly authorized to transact business under the laws of the State of California, as Surety (referred to herein as "Surety"), are held and firmly bound unto the City of Costa Mesa, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, said sum being equal to 100% of the estimated amount payable to the City of Costa Mesa under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, executors, and administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal or the Principal's subcontractors fail to pay for any materials, provisions, or other supplies, implements or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any other work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought to enforce the obligations of this Bond, a reasonable attorneys' fees, to be fixed by the Court as required by the provisions of Section 9554 of the California Civil Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor (Principal)

\_\_\_\_\_  
Authorized Signature/Title

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Print Name and Title

**FAITHFUL PERFORMANCE PAYMENT BOND  
TO ACCOMPANY PUBLIC WORKS AGREEMENT**

The premium charge on this bond is \$ \_\_\_\_\_, being at the rate of \$ \_\_\_\_\_ per thousand of the contract price.

WHEREAS, the City of Costa Mesa, State of California, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal", a Public Works Agreement for the project known as: \_\_\_\_\_ in the City of Costa Mesa, in strict conformity with the Public Works Agreement on file with the Costa Mesa City Clerk, which is incorporated herein by this reference (the "Agreement").

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a bond for the faithful performance of the Agreement.

NOW, THEREFORE, We, the undersigned Principal, and \_\_\_\_\_, duly authorized to transact business under the laws of the State of California, as Surety (referred to herein as "Surety"), are held and firmly bound unto the City of Costa Mesa, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, said sum being equal to 100% of the estimated amount payable by the City of Costa Mesa under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these present.

The Surety's obligations under this Bond are commensurate with the obligations of the Principal under the Agreement. The Surety's obligations shall include, but are not limited to: (1) the responsibilities of Principal under the Agreement for completion of the Agreement and correction of defective work; (2) the responsibilities of Principal under the Agreement to pay any liquidated damages, and, for damages for which no liquidated damages are specified in the Agreement, actual damages caused by non-performance of the Agreement, including, but not limited to, all valid and proper backcharges, offsets, payments indemnities, or other damages; and (3) additional legal, design professional and delay costs resulting from Principal's default or failure to act of the Surety.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors or assigns, in all things stands to and abides by, and well and truly keeps and performs all of the work, covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnifies, defends, and saves harmless the City of Costa Mesa, its officers, employees, and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified in this Bond, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation.

The Surety, for value received, stipulates and agrees that no change, extension of time, or alterations or additions to the terms of the Agreement or to the work to be performed thereunder, or the specifications accompanying same, shall in any way affect its obligations on this Bond, and it hereby waives notice of any such change, extension of time, or alterations or additions to the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Contractor (Principal)

\_\_\_\_\_  
Authorized Signature/Title

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Print Name and Title

## **INSURANCE REQUIREMENT FOR CITY OF COSTA MESA**

CONTRACTOR shall not commence Work under this Agreement until he has obtained all insurance required under this section and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of CONTRACTOR to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 18 of this Agreement.

### **A. Workers' Compensation Insurance.**

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days' advance written notice of such cancellation to CITY.

CONTRACTOR agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

### **B. Liability Insurance Coverage.**

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

(1) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limit, per occurrence and aggregate.

(2) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000 combined single limit, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(i) Additional Insured:

The City of Costa Mesa and their elected and appointed boards, officers, agents, employees, are additional insureds with respect to the subject project and agreement.

(ii) Notice:

"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY "

(iii) Other Insurance:

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A :	NAIC #
INSURED	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MAD DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed by that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions;
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

ANY PERSON OR ORGRANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SAMPLE

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**PERSON OR ORGANIZATION**

**JOB DESCRIPTION**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

**SAMPLE**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **XX/XX/2014**

Policy No. **ENTER**

Endorsement No. **001**

Insured: Contractors Name

Premium \$ **INCL.**

Insurance Company: **Insurance Company**

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



**City of Costa Mesa, Department of Public Services**  
**Application and Permit for Work Described Below**

PERMIT NO.

VENDOR NO.

Address or Location of Work \_\_\_\_\_ Date \_\_\_\_\_

Type of Work to be Done \_\_\_\_\_

Start Date \_\_\_\_\_ Permit Not Valid After \_\_\_\_\_ (Expiration Date) Plan No. \_\_\_\_\_

Contractor's Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone No. (Day) \_\_\_\_\_ (Night) \_\_\_\_\_ City and State \_\_\_\_\_

State License No./Class \_\_\_\_\_ City Business License No. \_\_\_\_\_

Applicant's Name \_\_\_\_\_ Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Developer's Name \_\_\_\_\_ Telephone No. \_\_\_\_\_

Name of Insurance Co. \_\_\_\_\_ Insurance Cert. No.(s) \_\_\_\_\_

24-Hour Emergency Contact \_\_\_\_\_ Telephone No. \_\_\_\_\_

<p><b>FEES</b></p> <p>Bond \$ _____</p> <p>Cash Deposit \$ _____</p> <p>Issuance \$ _____</p> <p>Inspection \$ _____</p> <p>TOTAL \$ _____</p>	<p><b>48 HOURS MINIMUM REQUIRED FOR PROCESSING PERMIT</b></p> <p>Account # <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; vertical-align: middle;"></span></p>	<p><b>PERMIT APPROVED FOR CITY ENGINEER</b></p> <p>By _____</p> <p>Date _____</p> <p>Underground Service Alert ID No. _____</p>
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Permittee shall contact the City Inspector's office (754-5025) at least 24 hours prior to commencing any work. Failure to obtain proper inspections prior to commencement of work may be cause for its rejection. **THIS PERMIT WITH APPROVED PLANS MUST BE ON THE JOB AND AVAILABLE TO CITY REPRESENTATIVES AT ALL TIMES.** You are guided by Municipal Code Sections 1-33, 15 -25-,15-27, 15-27.1, 15-39 and 15-48.

**THE UNDERSIGNED PERMITTEE HEREBY CERTIFIES:**

1. That all work shall be performed in accordance with the Standard Specifications for Public Works Construction (latest edition); Standard Drawings of the City of Costa Mesa; special agency provisions; and all applicable laws and ordinances.
2. Control of traffic shall conform to the Work Area Traffic Control Handbook (W.A.T.C.H.) (latest edition). The permittee shall furnish and/or install all signs, lights, barricades, traffic control or warning devices, flagmen and flashing arrow board. The permittee shall obtain approval of the Transportation Services Engineer for all street closures, detours, turn restrictions, parking prohibitions and methods of accommodating traffic. The permittee shall notify Emergency, Fire and Police services and residents or businesses twenty-four (24) hours in advance of any access limitation or traffic restrictions.
3. That a maximum of \_\_\_\_\_ lane(s) may be closed if necessary to perform work within the public right of way during the hours of 8:30 a.m. - 3:30 p.m. Monday through Friday as long as traffic can be maintained in each direction with flagmen unless otherwise approved by the Transportation Services Engineer.
4. That throughout all phases of construction the work site shall be kept clean and free of rubbish, debris and dust and drainage shall be maintained.

**SUBJECT TO THE NOTES BELOW: (Inspection fees over the basic inspection time will be billed at the approved hourly rate.)**

1. City will provide inspection between 7:30 a.m. and 3:00 p.m., Monday through Friday (except on City observed holidays).
2. Prior to placing Portland Cement Concrete or Asphalt Concrete (A.C.), the following will have been inspected and approved; native  and Imported .
3. **Curb and gutter shall not be removed on the day prior to a weekend or a City observed holiday.**
4. Fill in areas left by curb and gutter removal flush with the adjacent pavement on the same day that removal occurs.
5. Bore under all streets, curbs and gutters, sidewalks, cross-gutters and driveway approaches. Tunnelling is not allowed.
6. Open excavations must be backfilled or plated with spikes and A.C. tacked around edges during non-working hours.
7. Sidewalk shall be constructed per City of Costa Mesa Standard Drawing No. \_\_\_\_\_
8. Driveway approach shall be constructed per City of Costa Mesa Standard Drawing No. \_\_\_\_\_
9. No traffic allowed on concrete for minimum of seven days for curing. See traffic control above.
10. Trench compaction and resurfacing shall conform to City of Costa Mesa Standard Drawing No. 813.
11. Trenches exceeding five (5) feet in depth require a permit from the Division of Industrial Safety, State of California.
12. Permittee shall pay for all S.E., compaction and materials tests deemed necessary by the City.
13. All trenches shall be permanently patched within ten (10) days of completion of work below subgrade.
14. Permittee shall provide the City with record drawings of permitted work before final inspection by the City.
15. Permittee understands and agrees to the hold-harmless agreement required by CMMC Section 15-27 and printed on the reverse of this application.
16. Other: \_\_\_\_\_

NOTICE: Contractor must notify the following Utility Companies two working days before starting work:

**Costa Mesa Sanitary District**  
(714) 631-1731

**Mesa Consolidated Water District**  
(714) 831-1200

**UNDERGROUND SERVICE ALERT**  
Toll Free - 1-800-422-4133; After Hours & Holidays - (714) 739-3031; (213) 821-3111

<b>INSPECTION RECORD</b>	Inspector of Records	<b>CERTIFICATE OF INSPECTION</b>
Date		I hereby certify that the street work allowed by this permit has been constructed according to the plans and specifications and I hereby accept the work in this manner.  By: _____ Inspector  _____ Date

0183-62 mw, rev. 2/03  
 White - Inspectors;  
 Canary - Engineering;  
 Pink - Finance  
 Goldenrod - Applicant

I certify I have read and understand all of the above and that all statements made are correct and complete.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**3 COPIES OF SKETCHES OR PLANS ARE REQUIRED PRIOR TO PERMIT ISSUANCE**  
**THIS APPLICATION BECOMES A PERMIT WHEN APPROVED AND VALIDATED**

Business Name \_\_\_\_\_

Parent Company Name \_\_\_\_\_  
(If Corporate Owned)

Note: Business address will be compared to zoning requirements before approval. Check with the Planning Division regarding the use of the location at (714) 754-5245.

Business Address \_\_\_\_\_  
(Cannot be a P.O. Box) Street # \_\_\_\_\_ Street name \_\_\_\_\_ Unit # \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_  
(Can be a P.O. Box) Street # \_\_\_\_\_ Street name \_\_\_\_\_ Unit # \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Telephone # ( ) \_\_\_\_\_ Business Start Date \_\_\_\_\_ No. of Employees (on average) \_\_\_\_\_

Ownership (Check One only)

- Sole Owner
- Corporation
- Partnership
- Husband & Wife Co-ownership
- Limited Liability Company
- Limited Liability Partnership

Seller's Permit No. \_\_\_\_\_ (If Applicable) Contractors State No. & Class \_\_\_\_\_ (If Applicable)

Federal Employer ID # or, Owner's Social Security # \_\_\_\_\_ Federal Firearms License # (if applicable) \_\_\_\_\_

**OWNER'S OR PRINCIPAL'S NAME(S)**

Name _____	Name _____
Home Address _____	Home Address _____
City _____ Zip _____	City _____ Zip _____
Telephone # ( ) _____ Title _____	Telephone # ( ) _____ Title _____
Drivers License No. _____ Date of Birth _____	Drivers License No. _____ Date of Birth _____

**TYPE OF BUSINESS**

PLEASE CIRCLE ONE: Wholesale/Retail/Manufacturing/Services/Non-Profit/Administrative Only/Warehouse/ Other

Fully Describe Business Operation: \_\_\_\_\_  
Standard Industrial Class Code (SIC) \_\_\_\_\_

Alcohol Beverage Control Permit No. \_\_\_\_\_ (If Applicable) Department of Motor Vehicles Permit # \_\_\_\_\_ (Required for automobile/motorcycle sales businesses)

Hours of Operation (M-F) \_\_\_\_\_ (S-SU) \_\_\_\_\_ (Commercial/Industrial only) Number of Rental Units/Rooms/Spaces \_\_\_\_\_ (If Applicable)

**CHOOSE ONE OF THE APPROPRIATE FEES BELOW**

**GENERAL BUSINESS**

(wholesale, retail, professional, Etc.)

Enter Annual Gross Receipts Amount \$ \_\_\_\_\_

And Circle the corresponding category below

Annual Gross Receipts	Tax
\$0.00 to 1,000.00	\$0.00
\$1,000.01 to 25,000.00	\$25.00
\$25,000.01 to 40,000.00	\$35.00
\$40,000.01 to 75,000.00	\$45.00
\$75,000.01 to 200,000.00	\$60.00
\$200,000.01 to 500,000.00	\$100.00
Over 500,000.00	\$200.00

**TAX EXEMPT ORGANIZATIONS**

Attach proof of Tax Exempt Status (required for waiver of tax due)

**SHOW EXHIBITION, SWAP MEET** Tax on the Promoter's Gross Receipts from the Gross Receipts schedule to the left .....  
 ..... Enter the tax due amount here \$ \_\_\_\_\_  
**PLUS** ..... (# of sellers \_\_\_\_\_ x \$5 = \$ \_\_\_\_\_)  
**EQUALS** ..... Total tax due \$ \_\_\_\_\_

**ADMINISTRATIVE - OFFICES/WAREHOUSES**

(Fees based on annual operating expenses when no receipts generated)  
Enter annual operating expenses amount \$ \_\_\_\_\_  
Use Gross Receipts schedule to the left to determine business license tax.

**CONTRACTOR**

(California Licensed) Total tax due **\$50.00**

**VEHICLE WHEEL, TAXI, TOW TRUCK, BUS**

Number of Vehicles: \_\_\_\_\_ x \$25.00 = Total Tax Due \$ \_\_\_\_\_

- Will you store, handle or use 55 gallons, 500 pounds or 200 cubic feet of hazardous materials per year? Yes  No
- Will you have an assembly room with an occupant load of 50 or more persons? Yes  No
- Will you be installing a spray booth? Yes  No
- Will your business produce dust/wood shavings or other material? Yes  No
- Will you be storing or using flammable or combustible liquids or compressed gases? Yes  No
- Will you be warehousing materials higher than 12 feet? Yes  No

Fire Department approval required for any "Yes" answer. Please make an appointment by calling (714) 327-7400.

Your Business License will be issued under the provisions of Municipal Code Section 9-1. You are cautioned that this License does not permit operation of a business in violation of other Municipal Code Sections. There will be no tax refund if you are found operating illegally after the Certificate has been issued. Your business location will be checked by Planning, Building, and, if necessary, Fire Department officials. If you have any doubt whether your business location and/or building may conform with the requirements of the Municipal Code administered by these departments, you are urged to contact these departments for further information before filing your application. \*\* Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing or visiting the nearest State Board of Equalization. \*\* I declare under penalty of perjury that, to the best of my knowledge and belief, the statements made herein are correct and true and that acceptance of payment does not constitute approval of the Business License. Authorization to conduct business is not granted until issuance of the license.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>																																																																							
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																																																							
<b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="2" style="text-align: center;">-</td> <td colspan="4"></td> </tr> <tr> <td colspan="10" style="text-align: center;"><b>or</b></td> </tr> <tr> <td colspan="10" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="6"></td> </tr> </table>	<b>Social security number</b>																				-				-						<b>or</b>										<b>Employer identification number</b>																				-									
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<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [irs.gov](http://irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**APPENDIX 3**

**EXHIBIT 12-G**

**REQUIRED FEDERAL-AID**

**CONTRACT LANGUAGE**

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

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

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

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  - A. Nondiscrimination Statement..... 3**
  - B. Contract Assurance..... 3**
  - C. Prompt Progress Payment..... 3**
  - D. Prompt Payment of Withheld Funds to Subcontractors ..... 3**
  - E. Termination and Replacement of DBE Subcontractors..... 4**
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- 2. BID OPENING ..... 9**
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## 1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

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

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

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

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

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

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

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

#### **A. Nondiscrimination Statement**

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

#### **B. Contract Assurance**

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

#### **C. Prompt Progress Payment**

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

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

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

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

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

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

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

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

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

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

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

##### Termination of DBE Subcontractors

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

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to

perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

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

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

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

#### Replacement of DBE Subcontractors

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

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

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

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

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

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

#### **F. Commitment and Utilization**

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

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

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

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

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

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

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

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

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

### **G. Running Tally of Attainments**

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

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

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

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

### **H. Commercially Useful Function**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **I. Use of Joint Checks**

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

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

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

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

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

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

## **2. BID OPENING**

The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

## **3. BID RIGGING**

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

## **4. CONTRACT AWARD**

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

## **5. CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

## **6. CHANGED CONDITIONS**

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

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

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

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



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

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

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

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

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

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

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

## 8. BUY AMERICA

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

### Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

**Manufactured Products**

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

**Construction Materials**

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

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

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

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

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

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

Buy America requirements do not apply to the following:

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

**Waivers**

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

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

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

**9. QUALITY ASSURANCE**

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

## 10. PROMPT PAYMENT

### A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

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

### B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

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

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

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

*[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]*

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

## 12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

**MINORITY UTILIZATION GOALS**

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	25.6
	7360 San Francisco-Oakland	
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	
7500 Santa Rosa	9.1	
CA Sonoma		
8720 Vallejo-Fairfield-Napa, CA	17.1	
CA Napa; CA Solano		
Non-SMSA Counties:	23.2	
CA Lake; CA Mendocino; CA San Benito		
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA	
	Yolo Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus	
	8120 Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties	19.8
CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne		
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1
	CA Fresno	
	Non-SMSA Counties:	23.6
CA Kings; CA Madera; CA Tulare		

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

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

**13. TITLE VI ASSURANCES**

*[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.*

*Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]*

**APPENDIX A**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the

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

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title

VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

### APPENDIX C

#### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX D****CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE  
ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such



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programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions  
(to be used when applicable)**14. FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is\_\_\_\_\_.

This section applies if a number of trainees or apprentices is shown on the Notice of Bidders.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of\_\_\_\_\_:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of \_\_\_\_\_ approval for this submitted information before the prime contractor starts work. The City/County of \_\_\_\_\_ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of \_\_\_\_\_ and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - Meet the equal employment opportunity responsibilities
  - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of \_\_\_\_\_ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
  - a. Contribute to the cost of the training
  - b. Provide the instruction to the apprentice or trainee
  - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee a:

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

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

#### **15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES**

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

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In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

**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. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;



(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

*c. Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). 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.

(4) 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 will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

*d. Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

*e. Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

*f. Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

*a. Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

*b. Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprourement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention*. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required*. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits*. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship*. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission*. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required*. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance*. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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; and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347*. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* 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. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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 journeyworkers 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 must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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.** a. By entering into this contract, the contractor certifies that neither it 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 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

## 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 watchpersons 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 and interest from the date of the underpayment. 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 watchpersons 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.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) 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

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

### 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 200.327.

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 200.327.

**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.

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**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.

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**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.

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) 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;

(2) 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

(3) 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)

b. 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.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**  
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**APPENDIX 4**

**DAVIS-BACON ACT**

**PROVISIONS**

## FEDERAL FUNDING SUPPLEMENT

### DAVIS-BACON ACT PROVISIONS (29 CFR SECTION 5:5)

**Provisions substantially like the following shall be included in each procurement contract for the actual construction, attention and/or repair, including painting and decorating. The bidder/contractor shall remain responsible for compliance with applicable law (including Davis Bacon and related Acts).**

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 bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, 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.

**APPENDIX 5**

**TITLE VI ASSURANCES -**

**APPENDIX A: REGULATIONS**

**AND PROVISIONS**

## TITLE VI ASSURANCES

### APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- ii. cancellation, termination or suspension of the Agreement, in whole or in part.

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

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

**APPENDIX 6**

**TITLE VI ASSURANCES –**

**APPENDIX E: ADDITIONAL**

**NONDISCRIMINATION**

**STATUTES**

## TITLE VI ASSURANCES

### APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

#### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of 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).

**APPENDIX 7**

**FEDERAL**

**PREVAILING WAGES**

"General Decision Number: CA20230024 08/18/2023

Superseded General Decision Number: CA20220024

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)(2)-(60).

<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"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 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 2023.</li> </ul>
<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"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 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 2023.</li> </ul>

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	01/06/2023
1	01/13/2023
2	01/20/2023
3	01/27/2023
4	02/10/2023
5	02/24/2023
6	03/17/2023
7	06/23/2023
8	06/30/2023
9	07/14/2023
10	08/11/2023
11	08/18/2023

ASBE0005-002 07/04/2022

	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).....	\$ 32.09	19.66

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



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 \* BRCA0004-010 05/01/2020

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 41.39	18.95

\*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

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 BRCA0018-004 06/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 37.87	14.13
TILE FINISHER.....	\$ 32.44	12.54
TILE LAYER.....	\$ 45.05	18.33

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 BRCA0018-010 09/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 38.37	14.13
TERRAZZO WORKER/SETTER.....	\$ 46.49	14.66

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 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 Framer, 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.

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CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....\$	51.60	16.28
STOCKER/SCRAPPER.....\$	22.16	8.62

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CARP0721-001 07/01/2021

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

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ELEC0011-002 06/26/2023

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....\$	46.47	3%+15.53
Technician.....\$	33.30	3%+27.82

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 12/26/2022

	Rates	Fringes
CABLE SPLICER.....	\$ 57.39	23.67
ELECTRICIAN.....	\$ 54.87	23.60

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 \* 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.

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ELEC0441-004 12/26/2022

	Rates	Fringes
ELECTRICIAN (TRANSPORTATION SYSTEMS, TRAFFIC SIGNALS & STREET LIGHTING)		
Cable Splicer/Fiber Optic		
Splicer.....	\$ 55.47	23.61
Electrician.....	\$ 54.87	23.60
Technician.....	\$ 41.15	23.18

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 toinstall 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.

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 ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 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	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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 ELEV0018-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.95	37.335+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.

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 ENGI0012-003 07/01/2022

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work) GROUP 1.....	\$ 51.90	30.70

GROUP 2	\$ 52.68	30.70
GROUP 3	\$ 52.97	30.70
GROUP 4	\$ 54.46	30.70
GROUP 5	\$ 48.96	25.25
GROUP 6	\$ 54.68	30.70
GROUP 8	\$ 54.79	30.70
GROUP 9	\$ 49.29	25.25
GROUP 10	\$ 54.91	30.70
GROUP 11	\$ 49.41	25.25
GROUP 12	\$ 55.08	30.70
GROUP 13	\$ 55.18	30.70
GROUP 14	\$ 55.21	30.70
GROUP 15	\$ 55.29	30.70
GROUP 16	\$ 55.41	30.70
GROUP 17	\$ 55.58	30.70
GROUP 18	\$ 55.68	30.70
GROUP 19	\$ 55.79	30.70
GROUP 20	\$ 55.91	30.70
GROUP 21	\$ 56.08	30.70
GROUP 22	\$ 56.18	30.70
GROUP 23	\$ 56.29	30.70
GROUP 24	\$ 56.41	30.70
GROUP 25	\$ 56.58	30.70

OPERATOR: Power Equipment  
(Cranes, Piledriving &  
Hoisting)

GROUP 1	\$ 53.25	30.70
GROUP 2	\$ 54.03	30.70
GROUP 3	\$ 54.32	30.70
GROUP 4	\$ 54.46	30.70
GROUP 5	\$ 54.68	30.70
GROUP 6	\$ 54.79	30.70
GROUP 7	\$ 54.91	30.70
GROUP 8	\$ 55.08	30.70
GROUP 9	\$ 55.25	30.70
GROUP 10	\$ 56.25	30.70
GROUP 11	\$ 57.25	30.70
GROUP 12	\$ 58.25	30.70
GROUP 13	\$ 59.25	30.70

OPERATOR: Power Equipment  
(Tunnel Work)

GROUP 1	\$ 54.53	30.70
GROUP 2	\$ 54.82	30.70
GROUP 3	\$ 54.96	30.70
GROUP 4	\$ 55.18	30.70
GROUP 5	\$ 55.29	30.70
GROUP 6	\$ 55.41	30.70
GROUP 7	\$ 55.71	30.70

**PREMIUM PAY:**

\$3.75 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); 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); 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 5: Equipment Greaser (Grease Truck/Multi Shift).

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; 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; 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 9: Heavy Duty Repairman

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 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine,

up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator,

operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDIVING 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.); Tower crane operator and tower gantry

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)

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, 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, SBM 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 think 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

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 \* ENGI0012-004 08/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	34.60
(2) Dredge dozer.....	\$ 58.13	34.60
(3) Deckmate.....	\$ 58.02	34.60
(4) Winch operator (stern winch on dredge).....	\$ 57.47	34.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	34.60
(6) Barge Mate.....	\$ 57.54	34.60

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 IRON0433-006 01/01/2023

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 46.20	34.30

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

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 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.

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 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

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LAB00652-001 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 bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabetender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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LABO0652-003 07/01/2022

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

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LABO1184-001 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

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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.

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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.

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 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 01/01/2023

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 41.60	16.38

-----  
 PLAS0200-009 08/03/2022

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

-----  
 PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

-----  
 PLUM0016-001 09/01/2022

	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.....	\$ 40.95	23.61
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.....\$ 55.18                      26.26

-----  
 PLUM0345-001 09/01/2022

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.\$	38.20	25.65
Sewer & Storm Drain Work....\$	42.29	23.03

-----  
 ROOF0036-002 08/01/2022

	Rates	Fringes
ROOFER.....\$	43.47	19.52

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.

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 SFCA0669-008 01/01/2023

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.....\$	43.25	27.33

-----  
 SFCA0709-003 01/01/2023

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).....\$	52.61	31.25

-----  
 SHEE0105-003 07/01/2023

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.....	\$ 55.16	30.04
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfot...	\$ 55.16	30.04

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TEAM0011-002 07/01/2022

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 36.19	32.54
GROUP 2.....	\$ 36.34	32.54
GROUP 3.....	\$ 36.47	32.54
GROUP 4.....	\$ 36.66	32.54
GROUP 5.....	\$ 36.69	32.54
GROUP 6.....	\$ 36.72	32.54
GROUP 7.....	\$ 36.97	32.54
GROUP 8.....	\$ 37.22	32.54
GROUP 9.....	\$ 37.42	32.54
GROUP 10.....	\$ 37.72	32.54
GROUP 11.....	\$ 38.22	32.54
GROUP 12.....	\$ 38.65	32.54

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

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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) (ii)).

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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.

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#### 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

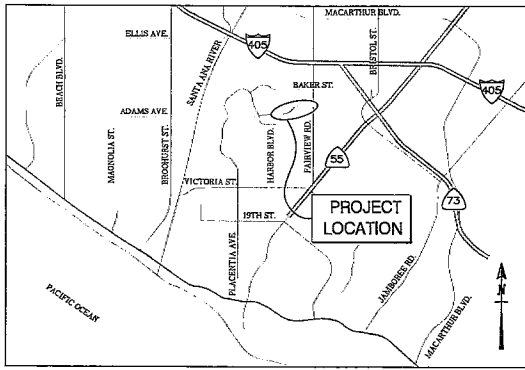
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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.

=====  
END OF GENERAL DECISIO"

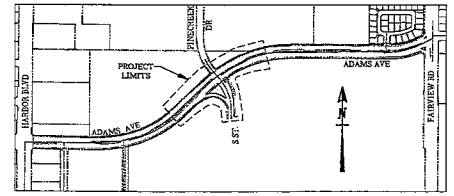


LOCATION MAP:  
NOT TO SCALE

# CITY OF COSTA MESA CALIFORNIA

## ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT (BETWEEN APPROXIMATELY 530' WEST OF PINECREEK DR TO 465' EAST OF PINECREEK DR)

CITY PROJECT NO. 23-11  
FEDERAL PROJECT NO. CML - 5312(104)



INDEX MAP  
NOT TO SCALE

**SHEET INDEX:**

- 1 TITLE SHEET
- 2 TYPICAL SECTIONS AND DETAILS
- 3-5 STREET IMPROVEMENT PLANS
- 6 CURB RAMP DETAILS
- 7 SLP RAMP GRADING AND ADJACENT SIDEWALK
- 8 SIGNING AND STRIPING PLAN
- 9 TRAFFIC SIGNAL PLAN
- 10-11 STREET LIGHTING PLAN
- 12 UTILITY PLAN

**ABBREVIATIONS:**

- AC ASPHALT CONCRETE
- AD ADJUST TO GRADE
- ASHM ASPHALT PRESERVED HOT MIX
- AVE AVENUE
- BC BEGIN CURB
- BCR BEGIN CURB RETURN
- BEG BEGINNING
- BOW BACK OF WALK
- BPP BACKFLOW PREVENTER
- CBY CABLE TV FULL BOX
- CB CATCH BASIN
- CEVY CLOSE-CIRCUIT TELEVISION
- CF CURB FACE
- CG CURB AND GUTTER
- CG CENTERLINE
- CMB CRUSHED MISCELLANEOUS BASE
- CONC CONCRETE
- DRIVE DRIVE
- END END CURB
- ECR END CURB RETURN
- ELPB ELECTRICAL PULL BOX
- EDGE OF GUTTER
- EV7 EMERGENCY VEHICLE PREEMPTION EXISTING
- EX UNDERGROUND ELECTRICAL LINE
- FH FIRE HYDRANT
- FL FLOWLINE
- FS FINISHED SURFACE
- GS GRADE BREAK
- GPS GLOBAL POSITIONING SYSTEM
- ICV IRRIGATION CONTROL VALVE
- IR BRICK
- LD LOCAL DEPRESSION
- LINEAR LINEAR FEET
- LEFT LEFT
- MSD MESA WATER DISTRICT
- MOC MIDDLE OF CURB RETURN
- NLY NORTHERLY
- OCC ORANGE COUNTY COLLEGE
- OCPP ORANGE COUNTY PUBLIC WORKS
- OSCC ORANGE COUNTY SANITATION DISTRICT
- OCTA ORANGE COUNTY TRANSPORTATION AUTHORITY
- PCC PORTLAND CEMENT CONCRETE
- PROTECT IN PLACE
- PIP POWER POLE
- PPB PEDESTRIAN PUSH BUTTON
- PRC POINT OF REVERSE CURVE
- PROPOSED
- R/C RED CURB
- REL RELOCATE
- REM REMOVE
- RIGHT
- R/W RIGHT-OF-WAY
- SLPB STREET LIGHT PULL BOX
- SMFO SINGLE MODE FIBER OPTICS
- SMH SEWER MANHOLE
- SS SANITARY SEWER
- STD STANDARD
- ST STREET
- STD STANDARD
- TC TOP OF CURB
- TH TOP OF HEADER
- TS TRAFFIC SIGNAL
- TSPB TRAFFIC SIGNAL PULLBOX
- TYP TYPICAL
- U UNDERGROUND TELEPHONE LINE
- VALT VALVE
- W WALK
- WATER WATER
- WM WATER METER
- WV WATER VALVE

**NOTICE TO CONTRACTOR:**

UNDERGROUND UTILITIES AND STRUCTURES ARE SHOWN AS REPORTED BY OWNER OR OTHERS. THEY ARE APPROXIMATE IN SIZE, LOCATION AND EXTENT.

THE CONTRACTOR SHALL PRIOR TO STARTING CONSTRUCTION, UNCOVER ALL UTILITIES TO VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS. ANY CONFLICT OR DISCREPANCY SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO CONSTRUCTION; OTHERWISE THE CONTRACTOR ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ANY COST OF REPLACEMENT, RELOCATION, OR ADDITIONAL COST OF CONSTRUCTION RELATED TO UTILITY CONFLICTS.

THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THESE REQUIREMENTS SHALL BE APPLIED CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD THE DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

ALL CROSSWALKS, PAVEMENT MARKINGS, AND BICYCLE GREEN AREAS ARE THERMOPLASTIC UNLESS OTHERWISE NOTED. ALL PAVEMENT MARKINGS ON CONCRETE BUS PADS TO BE PAINTED.

ALL LANE STRIPING SHALL BE PER NEW 2022 CALTRANS STANDARD PLANS (AND REVISED STANDARD PLANS) WITH 6" MINIMUM WIDTH.

**UNAUTHORIZED CHANGES:**

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR UNAUTHORIZED CHANGES TO THESE PLANS. ALL CHANGES TO THESE PLANS MUST BE APPROVED BY THE PREPARER OF THESE PLANS AND THE CITY ENGINEER.

**CALL THE FOLLOWING PUBLIC SERVICE AGENCIES BEFORE EXCAVATION:**

UNDERGROUND SERVICE ALERT (USA)		811
AT&T	ERNEST ESTACIO	(714) 618-9128
MESA WATER DISTRICT	PHIL LAURI	(949) 631-1200
CHARTER COMMUNICATION	JOSE ROMAN	(714) 501-4846
COSTA MESA SANITARY DISTRICT	ANDREW WONG	(949) 645-8400 EXT. 229
ORANGE COUNTY SANITATION DISTRICT (OCS2)		(714) 962-2411
ORANGE COUNTY WATER DISTRICT (OCWD)	FERNANDO ALMARIO	(714) 378-3200
SOUTHERN CALIFORNIA EDISON CO.	SUSAN MORGAN	(909) 835-7527
SOUTHERN CALIFORNIA GAS CO.	EMILY GRANT	(714) 388-4889
SSC COMMUNICATIONS	DOUGLAS GALVERLY	(714) 237-6156

**BASED ON SURVEYS BY:**

Muili Zolotare  
2063 Main St.  
Suite 400  
Irvine, CA 92614  
Phone: (949) 988-5815

**GENERAL NOTES:**

1. ALL WORK, LABOR AND MATERIALS SHALL BE IN CONFORMANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SPPWC), LATEST EDITION, THE STANDARD SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF COSTA MESA, (LATEST EDITION), CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION); THESE PLANS, THE PROJECT CONSTRUCTION DOCUMENTS, AND ALL SAFETY REGULATIONS, CODES, AND REQUIREMENTS PERTINENT TO THE PROJECT CONSTRUCTION.
2. THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN CONFORMANCE WITH THE PROJECT CONSTRUCTION DOCUMENTS AND SHALL PROVIDE 24 HOUR SERVICE TO REMOVE, INSTALL, RELOCATE, AND MAINTAIN TRAFFIC CONTROL DEVICES.
3. LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE BASED ON INFORMATION RECEIVED FROM THE VARIOUS UTILITY COMPANIES, LOCAL AGENCIES AND FIELD INVESTIGATIONS. THE CONTRACTOR IS ADVISED THAT LOCATIONS SHOWN ARE APPROXIMATE, AND EXTREME CAUTION IS REQUIRED TO PROTECT THE EXISTING FACILITIES.
4. AT NO TIME IS ANY RESIDENT OR BUSINESS TO BE WITHOUT DRIVEWAY ACCESS UNLESS OTHERWISE APPROVED.
5. THE CONTRACTOR SHALL NOTIFY THE CITY'S ENGINEERING DIVISION, TWO WORKING DAYS PRIOR TO START OF CONSTRUCTION.
6. IF DISCREPANCIES AND/OR DEVIATIONS ARISE DURING CONSTRUCTION, THE CONTRACTOR SHALL CONSULT THE ENGINEER FOR DIRECTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO ONSITE, OFFSITE AND ADJACENT UTILITIES, FACILITIES, AND PROPERTIES.
8. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTY OWNERS FROM ANY AND ALL DAMAGES THAT MAY OCCUR FROM STORMWATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONJUNCTION WITH CONSTRUCTION OF THESE IMPROVEMENTS.
9. ALL SURVEY MONUMENTS SHALL NOT BE DISTURBED BY THE CONSTRUCTION OF THIS PROJECT, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF ALL LOST OR OBLITERATED MONUMENTS, AS SPECIFIED BY THE SUBDIVISION MAP ACT.
10. THE CONTRACTOR SHALL OBTAIN ALL PERMITS AS REQUIRED FROM THE CITY OF COSTA MESA AND APPLICABLE GOVERNMENTAL AGENCIES BEFORE CONSTRUCTION STARTS.
11. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND ELEVATIONS PRIOR TO ANY CONSTRUCTION AND SHALL INFORM THE ENGINEER OF ANY CONFLICTS.
12. COORDINATION NOTE: CONTRACTOR IS RESPONSIBLE TO COORDINATE TIMING OF CONSTRUCTION WITH THE PROPERTY OWNERS AND THE ENGINEER.
13. THE CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE CONSTRUCTION OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTIES, THAT THESE REQUIREMENTS SHALL BE APPLIED CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND PROTECT THE DESIGN PROFESSIONAL AGAINST ALL REAL OR ALLEGED CLAIMS IN CONNECTIONS WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITIES ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL UNAUTHORIZED CHANGES AND USES. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USE OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING.
14. ALL TRAFFIC CONTROL WORK FOR CONSTRUCTION SHALL CONFORM TO LATEST EDITION OF PART 5 (TEMPORARY TRAFFIC CONTROL) OF THE CA MUTCD, AND THE "WORK AREA TRAFFIC CONTROL HANDBOOK" (WATCH MANUAL), AND TRAFFIC CONTROL PLANS APPROVED BY THE TRANSPORTATION DIVISION.
15. CITY INSPECTOR MUST BE CONTACTED AT LEAST 48 HOURS BEFORE START OF WORK
16. THE CONTRACTOR SHALL HAVE ALL TRAFFIC CONTROL, CONSTRUCTION SIGNS, DELINEATORS, ETC., PROPERLY INSTALLED PRIOR TO COMMENCING WORK.
17. THE CONTRACTOR SHALL MAINTAIN ALL TRAFFIC CONTROL SIGNS, DELINEATORS, ETC., TO ENSURE PROPER FLOW AND SAFETY OF TRAFFIC WHILE WORKING IN THE STREET.
18. 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 OF COSTA MESA TO ASSURE PUBLIC SAFETY AT ALL TIMES.
19. THE CONTRACTOR SHALL UTILIZE FLAGGER(S) DURING CONSTRUCTION WORK AS DEEMED NECESSARY BY THE CITY INSPECTOR.
20. FLASHING ARROW PANEL(S) TO BE USED ON ANY LANE CLOSURE, DIRECTED BY THE ENGINEER.

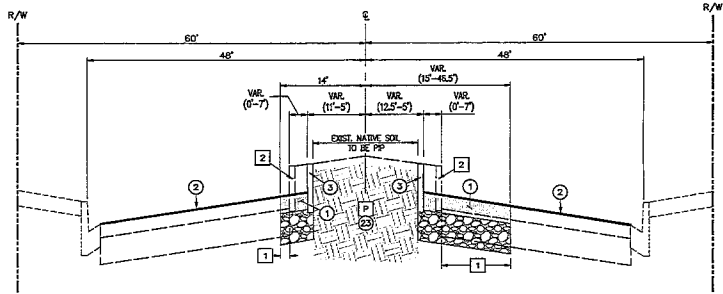
Plan Prepared By:	REVISED	REVISIONS		REFERENCES		APPROVALS		ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT	
		NO.	DATE	BY	DESCRIPTION	APPROVED BY	DATE		
		1	03/15/2023	John	Removed Northeast Pathway from Project. Added alternative Bid Items for Bicycle/Pedestrian Pathway at Southwest corner of the Intersection	BENCH MARK: CM-33-81 ELEVATION: 50.82	DESIGN	<p>This plan includes revisions to the originally signed plans dated 03/21/23.</p> <p>RECOMMENDED: JENNIFER HERRERA, TRANSPORTATION PROJECT MANAGER, T.E. 2781 DATE: 03/15/23</p> <p>APPROVED: [Signature] DATE: 03/15/23</p> <p>This plan includes revisions to the originally signed plans dated 03/21/23.</p>	<p>CITY OF COSTA MESA PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION</p>
		2							



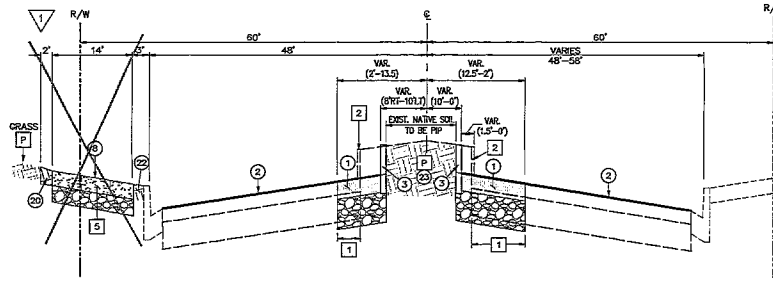
**ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT**

TITLE SHEET

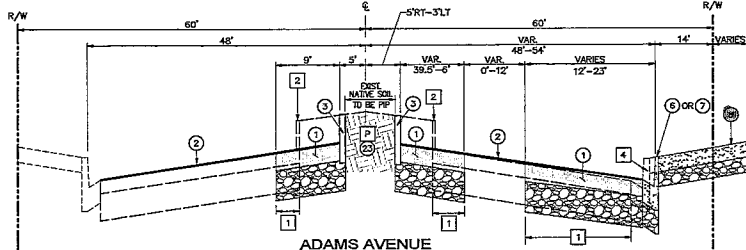
CITY OF COSTA MESA  
PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION



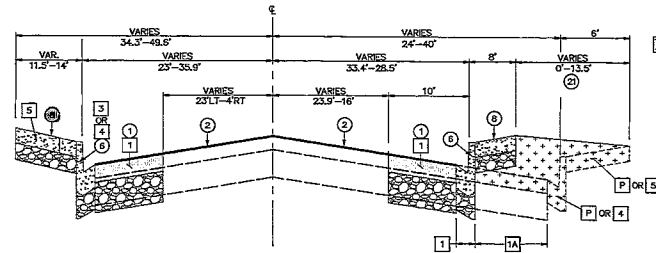
**ADAMS AVENUE**  
STA 141+33.57 TO 143+68.03  
N.T.S.



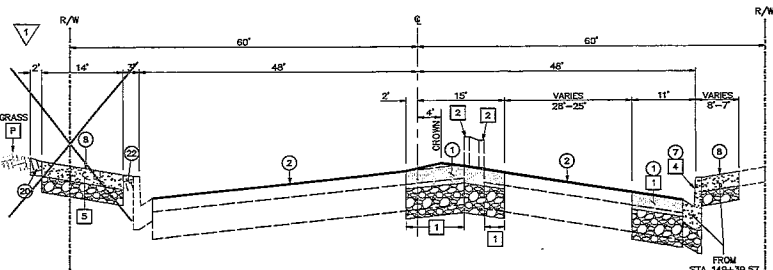
**ADAMS AVENUE**  
STA 151+11.84 TO 153+24.30  
N.T.S.



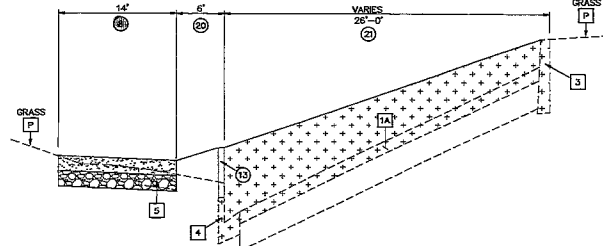
**ADAMS AVENUE**  
STA 143+68.03 TO 148+12.17  
N.T.S.



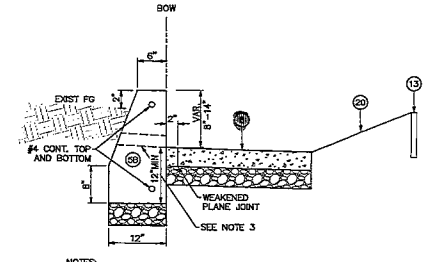
**S STREET**  
STA 96+13.88 TO 99+19.70  
N.T.S.



**ADAMS AVENUE**  
STA 149+15.80 TO 151+11.84  
N.T.S.



**SLIP LANE**  
N.T.S.



**RETAINING CURB DETAIL**  
N.T.S.

**DISPOSITION NOTES:**

- [P] PROTECT IN PLACE (ITEM PER PLAN)

**REMOVAL NOTES:**

- 1 REMOVE EXISTING PAVEMENT SECTION AND BASE (10\"/>

**CONSTRUCTION NOTES:**

- 1 CONSTRUCT 2\"/>
- 2 APPLY TYPE II SLURRY SEAL OVER EXISTING ASPHALT PER THE SPECIFICATIONS WITH 2.0% LATEX. APPLY WEED KILL COAG SEAL PRIOR TO SLURRY SEAL.
- 3 CONSTRUCT 8\"/>
- 4 CONSTRUCT VARIOUS HEIGHT RETAINING CURBS (8\"/>
- 5 PER DETAIL SHOWN ON SHEET 2
- 6 CONSTRUCT 8\"/>
- 7 PER CITY OF COSTA MESA STD. PLAN 312 (INCLUDE 2\"/>
- 8 CONSTRUCT 8\"/>
- 9 PER CITY OF COSTA MESA STD. PLAN 312 (INCLUDE 2\"/>
- 10 CONSTRUCT 4\"/>
- 11 MESA STD. PLAN 411
- 12 INSTALL 2\"/>
- 13 REDWOOD HEADER
- 14 REGRADE EXISTING LANDSCAPING AREA. ADJUST IMPACTED IRRIGATION AND APPURTENANCES AS NEEDED
- 15 FILL AND GRADE WITH NATIVE SOIL AND COMPACT TO 85% RELATIVE COMPACTION. MATCH ADJACENT ELEVATIONS (OR AS SHOWN PER PLAN). FURNISH AND INSTALL 3\"/>
- 16 ADJUST, REPLACE OR MODIFY IRRIGATION AND APPURTENANCES AS NEEDED TO ENSURE HEAD TO HEAD COVERAGE IN ALL AREAS. CONTRACTOR MUST USE CITY STANDARD MATERIALS
- 17 MODIFY IRRIGATION AS NECESSARY TO ENSURE PROPER HEAD TO HEAD COVERAGE OF IRRIGATION WHILE AVOIDING SPRAYING THE SIDEWALK. CONTRACTOR SHALL USE CITY OR OOS STANDARD MATERIALS
- 18 ADJUST, REPLACE OR MODIFY IRRIGATION AND APPURTENANCES AS NEEDED TO MATCH EXISTING AND TO ENSURE HEAD TO HEAD COVERAGE OF IRRIGATION WHILE AVOIDING SPRAYING ONTO STREET. CONTRACTOR MUST USE CITY STANDARD MATERIALS

For Construction Notes Highlighted in Magenta.

Alternative Bid Items proposed for this Bicycle/Pedestrian Pathway. Please see Bid Item No. 45A and 45B on the Bid Schedule Proposal. Does not include southwest intersection corner

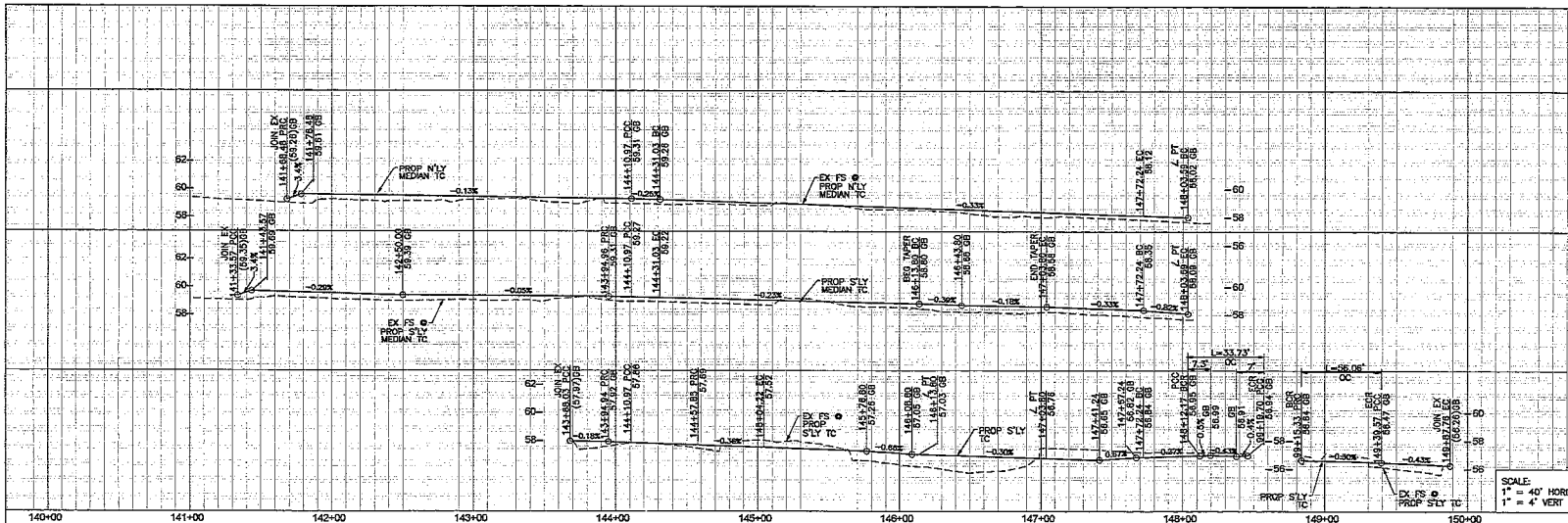
- NOTES:
1. NO LIVE LOAD SURCHARGE ALLOWED.
  2. POUR BOTTOM OF SLOUGH WALL ON 4\"/>
  - 3. PLACE 2\"/>

Plan Prepared By:		REVISIONS				REFERENCES		APPROVALS	
NO.	DATE	BY	DESCRIPTION	APPROV'D BY	DATE	REVISION MARK	DATE	BY	DATE
1	11/15/2023	ABP	Removed Northeast Pathway from Project, Added Alternative Bid Items for Bicycle/Pedestrian Pathway at Southwest corner of the intersection						

**ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT**

TYPICAL SECTIONS AND DETAILS

CITY OF COSTA MESA  
PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

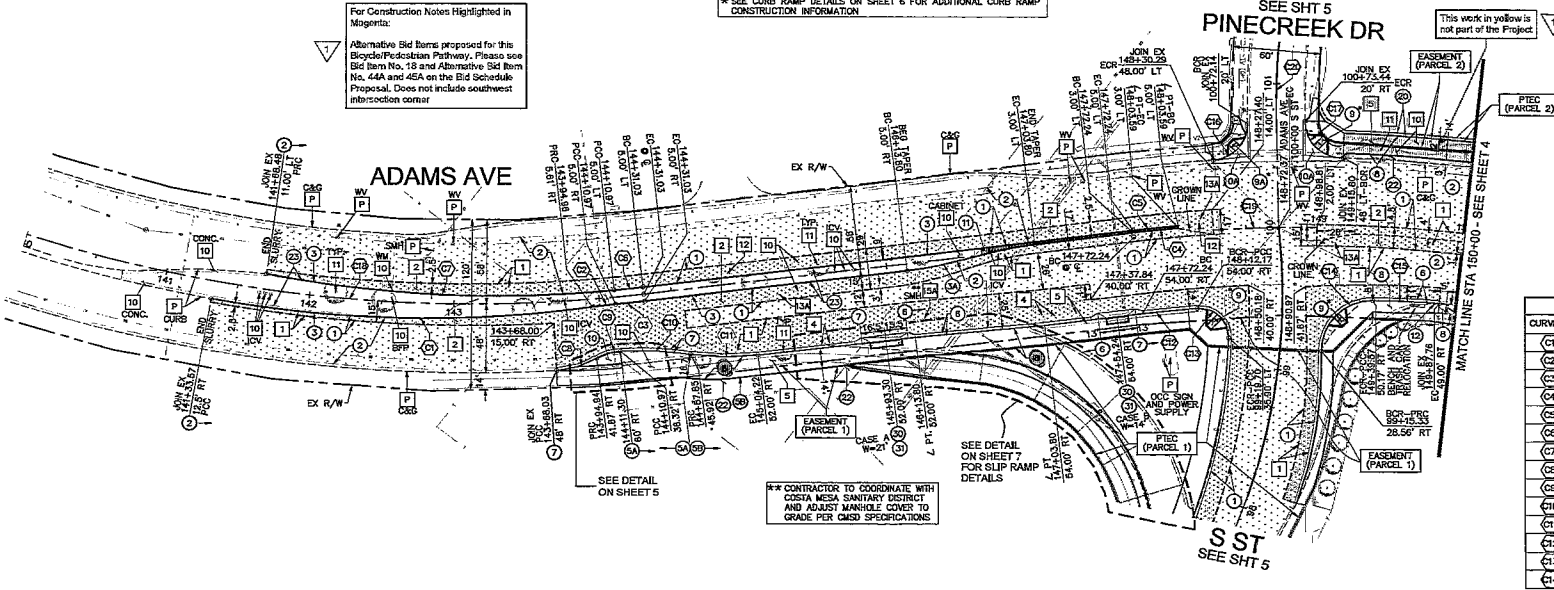


For Construction Notes Highlighted in Magenta:  
 Alternative Sid Items proposed for this Bicycle/Pedestrian Pathway. Please see Sid Item No. 18 and Alternative Sid Item No. 44A and 45A on the Bid Schedule Proposal. Does not include southwest intersection corner.

\* SEE CURB RAMP DETAILS ON SHEET 6 FOR ADDITIONAL CURB RAMP CONSTRUCTION INFORMATION

SCALE:  
 1" = 40' HORIZ  
 1" = 4' VERT

- DISPOSITION NOTES:**
- F PROTECT IN PLACE (ITEM PER PLAN)
- REMOVAL NOTES:**
- 1 REMOVE EXISTING PAVEMENT SECTION AND BASE (10" BELOW PROPOSED FINISH SURFACE)
  - 2 REMOVE EXISTING MEDIAN CURB AND PCC MOW STRIP
  - 4 REMOVE EXISTING CURB & GUTTER
  - 5 REMOVE EXISTING SIDEWALK
  - 9 REMOVE EXISTING LANDSCAPING, IRRIGATION AND APPURTENANCES
  - 11 REMOVE EXISTING TREE
  - 12 REMOVE EXISTING SIGN (SEE SIGNING AND STRIPING SHEET 8)
  - 13 REMOVE EXISTING TRAFFIC PULL BOX (SEE TRAFFIC SIGNAL SHEET 9)
  - 15 ADJUST EXISTING TO GRADE (ITEM PER PLAN)
  - 16 ADJUST EXISTING TO GRADE BY OTHERS (ITEM PER PLAN)
- CONSTRUCTION NOTES:**
- 1 CONSTRUCT 2" AC SURFACE COURSE "TYPE C" ON 3" AC BASE COURSE "TYPE B" OVER 5" CMB
  - 2 APPLY TYPE II SLURRY SEAL OVER EXISTING ASPHALT PER THE SPECIFICATIONS WITH 2.5% LATEX. APPLY MED HULL CRACK SEAL PRIOR TO SLURRY SEAL.
  - 3 CONSTRUCT 6" MEDIAN CURB, TYPE "A" PER CITY OF COSTA MESA STD. PLAN NO. 311
  - 4 CONSTRUCT 6" PARALLEL MEDIAN CURB TRANSITION PER CITY OF COSTA MESA STD. PLAN 116
  - 5 CONSTRUCT VARIED HEIGHT RETAINING CURB (8"-0"), TYPE "A" PER CITY OF COSTA MESA STD. PLAN 311
  - 6 CONSTRUCT VARIED HEIGHT RETAINING CURB (8"-14") OVER 4" CMB PER DETAIL SHOWN ON SHEET 2
  - 7 CONSTRUCT 6" CURB & GUTTER, TYPE "C" (W=24") OVER 6" CMB PER CITY OF COSTA MESA STD. PLAN 312 (INCLUDE 2" AC SLOT PAVE)
  - 8 CONSTRUCT 6" CURB & GUTTER, TYPE "C" (W=24") OVER 6" CMB PER CITY OF COSTA MESA STD. PLAN 312 (INCLUDE 2" AC SLOT PAVE)
  - 9 CONSTRUCT 4" PCC SIDEWALK OVER 4" CMB PER CITY OF COSTA MESA STD. PLAN 411
  - 10 CONSTRUCT 4" CONCRETE CURB RAMP OVER 4" CMB PER CALTRANS STD. PLAN 45A (CASE A). INCLUDE "FEDERAL YELLOW" TRUNCATED DOMES
  - 11 CONSTRUCT 4" CONCRETE CURB RAMP OVER 4" CMB PER CALTRANS STD. PLAN 45A (CASE B). INCLUDE "FEDERAL YELLOW" TRUNCATED DOMES
  - 12 CONSTRUCT MODIFIED 4" CONCRETE RAMP OVER 4" CMB PER CALTRANS STD. PLAN 45A (CASE F). SEE DETAILS ON SHEETS 4-5
  - 13 CONSTRUCT 8" PCC SPANDREL OVER 8" CMB PER CITY OF COSTA MESA STD. PLAN 415 (INCLUDE 3" AC SLOT PAVE)
  - 14 CONSTRUCT MEDIAN 4" STAMPED, SAND COLORED PCC OVER 4" SAND OVER COMPACTED SUBGRADE TO A 55K MIN. COMPACTED MATCH EXISTING FINISH
  - 15 RESET SURVEY MONUMENT
  - 16 REGRADE EXISTING LANDSCAPING AREA. ADJUST IMPACTED IRRIGATION AND APPURTENANCES AS NEEDED
  - 17 MODIFY IRRIGATION AS NECESSARY TO ENSURE PROPER HEAD TO HEAD COVERAGE OF IRRIGATION WHILE AVOIDING SPRAYING THE SIDEWALK. CONTRACTOR SHALL USE CITY OR OCC STANDARD MATERIALS. ADJUST, REPLACE OR MODIFY IRRIGATION AND APPURTENANCES AS NEEDED TO MATCH EXISTING AND TO ENSURE HEAD TO HEAD COVERAGE OF IRRIGATION WHILE AVOIDING SPRAYING ONTO STREET. CONTRACTOR MUST USE CITY STANDARD MATERIALS
  - 18 CONSTRUCT CURB OPENING CATCH BASIN PER SPVWC STD. PLAN 300-3 (W PER PLAN)
  - 19 CONSTRUCT LOCAL DEPRESSION PER CITY OF COSTA MESA STD. PLAN NO. 315 (CASE PER PLAN)
- GENERAL NOTES:**
- (1) SEE SHEET 2 FOR TYPICAL SECTIONS



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
(1)	264.23	825.00	182°02'
(2)	16.12	825.00	110°09'
(3)	20.16	1005.00	178°58'
(4)	31.44	1003.00	174°47'
(5)	31.51	1005.00	174°47'
(6)	19.96	995.00	178°58'
(7)	240.89	825.00	164°34'
(8)	29.21	60.00	27°53'31"
(9)	17.22	35.00	281°12'6"
(10)	48.33	246.50	117°42'0"
(11)	46.90	180.00	145°54'6"
(12)	37.77	946.00	217°15'
(13)	33.73	20.00	96°37'08"
(14)	56.06	35.00	91°46'07"

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
(15)	45.83	637.00	407°23'
(16)	38.35	25.00	87°54'11"
(17)	41.44	25.00	94°57'57"
(18)	781.85	1000.00	44°47'08"
(19)	784.28	1000.00	44°58'10"
(20)	62.33	450.00	73°06'00"

Plan Prepared By:

Mar. 15, 2023  
 Date

2541 W. Grandwood Ave., Suite A  
 Orange, California 92667  
 (714) 941-9177 Fax (714) 973-4504



REVISIONS		REFERENCES		APPROVALS	
No.	DATE	BY	DESCRIPTION	APP'D BY	DATE
1			Removed Northeast Pathway from Project. Added Alternative Sid Items for Bicycle/Pedestrian Pathway at Southwest corner of the Intersection		

REVISIONS		REFERENCES		APPROVALS	
No.	DATE	BY	DESCRIPTION	APP'D BY	DATE
1			REVISION: DATE: 11-15-22 REVISION: FOUND 9-1/4" OCC ALUMINUM BENCHMARK MARK STAMPED "04-23-21", SET IN THE INTERSECTION CORNER OF A 34.71 FT. BY 25 FT. CONCRETE CATCH BASIN MONUMENT LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF ADAMS AVENUE AND PINECREEK DRIVE, 24 FT. DISTANCE FROM THE SOUTH CURB ALONG THE CENTER MEDIAN OF ADAMS AND 6.7 FT. DISTANCE FROM THE WEST END OF THE SOUTHWEST CURB. MONUMENT IS SET LINE, WITH THE SIDEWALK.		

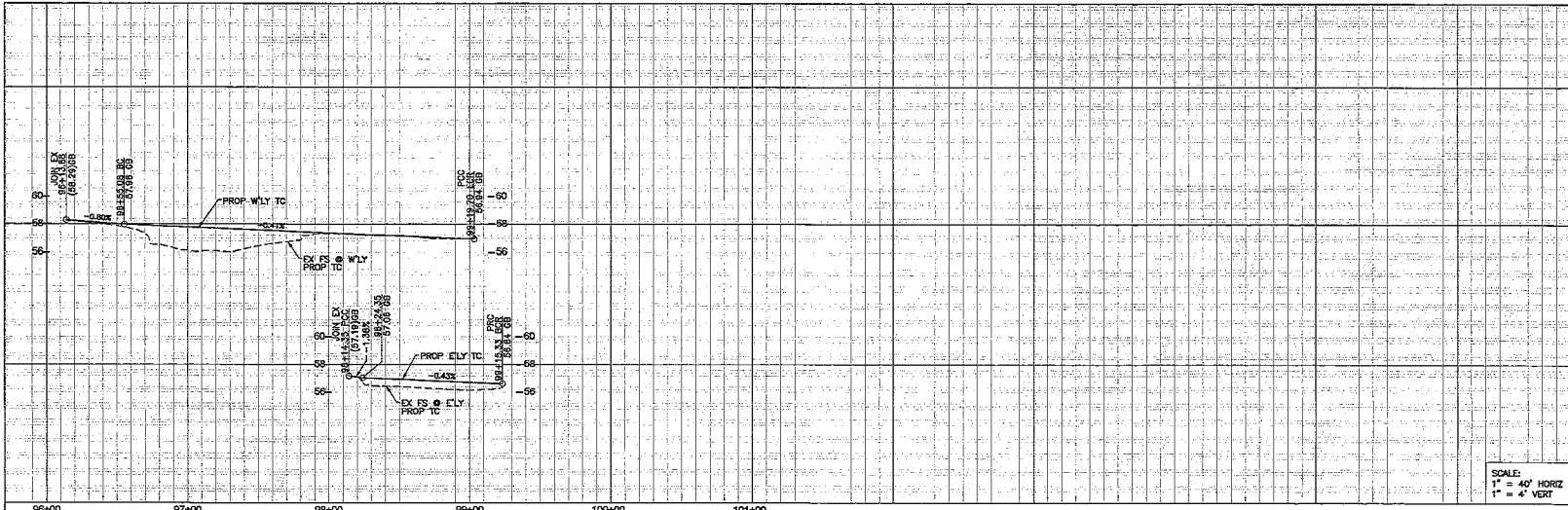
APPROVALS	
DESIGN	BY
DESIGNED	
TRACED	
RIGHT OF WAY	
UTILITIES	
PROJECT MANAGER	
RECOMMENDED	
BY:	
APPROVED	
BY:	

**ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT**  
 ADAMS AVENUE  
 STA 140+00 TO STA 150+00

**CITY OF COSTA MESA**  
 PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

PROJECT NO. \_\_\_\_\_ DWG \_\_\_\_\_ SHEET 3 OF 12





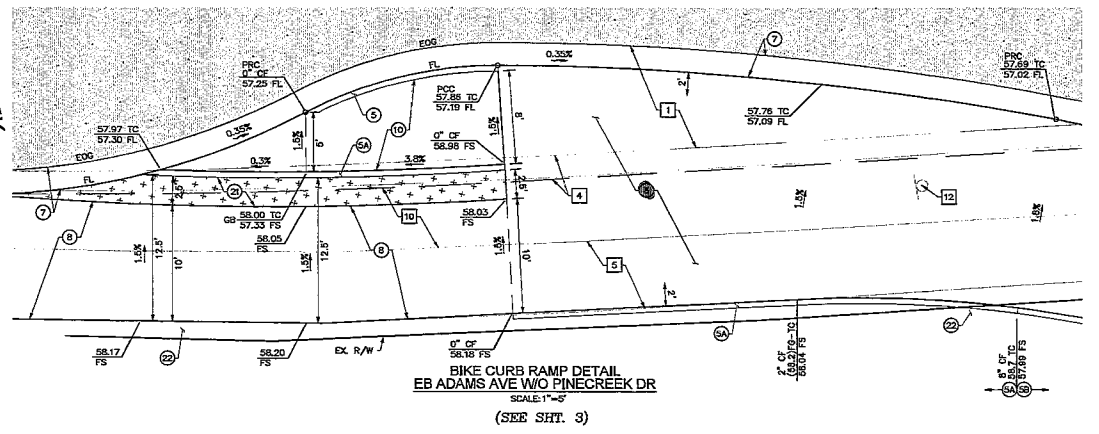
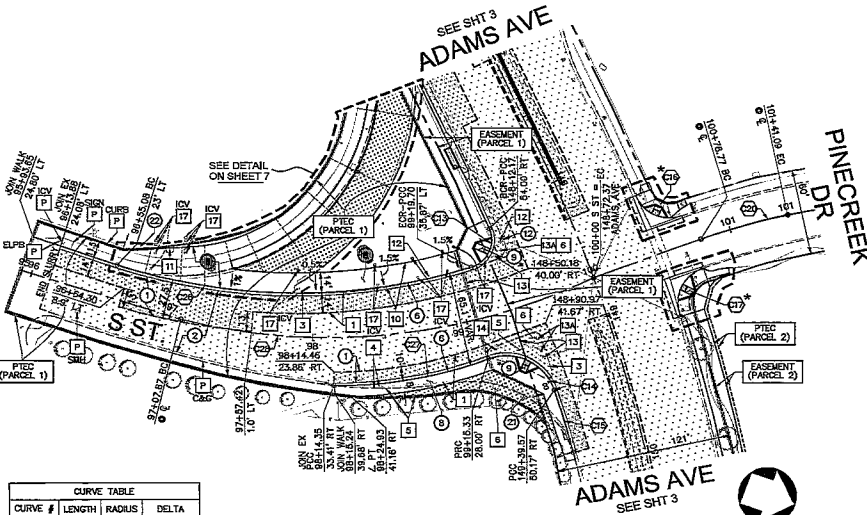
- DISPOSITION NOTES:**  
 [F] PROTECT IN PLACE (ITEM PER PLAN)
- REMOVAL NOTES:**
- REMOVE EXISTING PAVEMENT SECTION AND BASE (10" BELOW PROPOSED FINISH SURFACE)
  - REMOVE EXISTING CURB
  - REMOVE EXISTING CURB & CUTTER
  - REMOVE EXISTING SIDEWALK
  - REMOVE EXISTING CURB RAMP
  - REMOVE EXISTING LANDSCAPING, IRRIGATION AND APPURTENANCES
  - REMOVE EXISTING TREE
  - REMOVE EXISTING SIGN (SEE SIGNING AND STRIPING SHEET 8)
  - REMOVE EXISTING TRAFFIC SIGNAL (SEE TRAFFIC SIGNAL SHEET 9)
  - REMOVE EXISTING TRAFFIC PULL BOX (SEE TRAFFIC SIGNAL SHEET 9)
  - REMOVE EXISTING STREET LIGHT (SEE TRAFFIC SIGNAL SHEET 9)
  - RELOCATE EXISTING (ITEM PER PLAN)
- CONSTRUCTION NOTES:**
- CONSTRUCT 2" AC SURFACE COURSE "TYPE C" ON 3" AC BASE COURSE "TYPE B" OVER 5" CMB
  - APPLY TYPE II SLURRY SEAL OVER EXISTING ASPHALT PER THE SPECIFICATIONS WITH 5% LIME. APPLY NEED HILL CRACK SEAL PRIOR TO SLURRY SEAL
  - CONSTRUCT VARIOUS HEIGHT CURBS (6"-0"), TYPE "A" PER CITY OF COSTA MESA STD. PLAN 311
  - CONSTRUCT VARIOUS HEIGHT RETAINING CURBS (10"-0"), TYPE "A" PER CITY OF COSTA MESA STD. PLAN 311
  - CONSTRUCT 6" CURB & GUTTER, TYPE "C" (W=24"), OVER 6" CMB PER CITY OF COSTA MESA STD. PLAN 312 (INCLUDE 2" AC SLOT PAVE)
  - CONSTRUCT 8" CURB & GUTTER, TYPE "C" (W=24"), OVER 6" CMB PER CITY OF COSTA MESA STD. PLAN 312 (INCLUDE 2" AC SLOT PAVE)
  - CONSTRUCT 4" PCC SIDEWALK OVER 4" CMB PER CITY OF COSTA MESA STD. PLAN 411
  - CONSTRUCT 4" CONCRETE CURB RAMP OVER 4" CMB PER CALTRANS STD. PLAN ASBA (CASE A), INCLUDE "FEDERAL YELLOW" TRUNCATED DOMES
  - CONSTRUCT MODIFIED 4" CONCRETE RAMP OVER 4" CMB PER CALTRANS STD. PLAN ASBA (CASE F), SEE DETAILS ON SHEETS 4-5
  - RESET SURVEY MONUMENT
  - FILL AND GRADE WITH NATIVE SOIL AND COMPACT TO 95% RELATIVE COMPACTION. MATCH ADJACENT ELEVATIONS (OR AS SHOWN PER PLAN). FURNISH AND INSTALL 3" ORGANIC MULCH. ADJUST, REPLACE OR MODIFY IRRIGATION AND APPURTENANCES AS NEEDED TO ENSURE HEAD TO HEAD COVERAGE IN ALL AREAS. CONTRACTOR MUST USE CITY STANDARD MATERIALS
  - MODIFY IRRIGATION AS NECESSARY TO ENSURE PROPER HEAD TO HEAD COVERAGE OF IRRIGATION WHILE AVOIDING SPRAYING THE SIDEWALK. CONTRACTOR SHALL USE CITY OR OCS STANDARD MATERIALS

SCALE:  
 1" = 40' HORIZ  
 1" = 4' VERT

\*SEE CURB RAMP DETAILS ON SHEET 6 FOR ADDITIONAL CURB RAMP CONSTRUCTION INFORMATION

For Construction Notes Highlighted in Magenta:  
 Alternative Bid Items proposed for this Bicycle/Pedestrian Pathway. Please see Bid Item No. 18 and Alternative Bid Item No. 44A and 45A on the Bid Schedule Proposal. Does not include southwest intersection corner, eastbound bike ramp, or sidewalk adjacent to landscape strip and opposite the bike ramp.

**GENERAL NOTES:**  
 (1) SEE SHEET 2 FOR TYPICAL SECTIONS



**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA
11	33.73	20.00	96°37'06"
12	56.68	35.00	91°48'07"
13	45.63	636.92	4°07'23"
14	38.35	25.00	87°54'11"
15	41.44	25.00	94°57'57"
16	62.33	450.00	7°56'09"
17	248.09	413.15	34°24'13"
18	108.79	293.09	21°16'04"
19	292.13	425.61	39°19'34"

Plan Prepared by:

Mar. 15, 2023  
 Date

**REVISIONS**

No.	DATE	BY	DESCRIPTION
1		VV	Removed Northbound Pathway from Project. Added Alternative Bid Items for Bicycle/Pedestrian Pathway at Southwest corner of the Intersection

**REFERENCES**

APP'D BY	DATE	BENCH MARK	CM-33-81	ELEVATION	CURB
		VERTICAL DATUM NAVD83			
		DESCRIPTION: POINTS 5-24" OCS ALUMINUM BENCHMARK BENCH STAMPED "M-3-81" SET IN THE INTERSECTION CORNER OF A 3.8 FT. BY 25 FT. CONCRETE CATCH BASIN MONUMENT LOCATED IN THE SOUTHWEST CORNER OF THE INTERSECTION OF ADAMS AVENUE AND PINECREEK DRIVE, 24 FT. SOUTHWEST FROM THE SOUTHWEST CURB ALONG THE CENTER MEDIAN OF ADAMS AND 4.7 FT. WEST OF THE WEST END OF THE SOUTHWEST CURB RETURN. MONUMENT IS 95' LONG, WITH THE STRIKELINE			

**APPROVALS**

ROLE	BY	DATE
ENGINEER		
TRAFFIC		
RIGHT OF WAY		
UTILITIES		
PROJECT MANAGER		
RECOMMENDED BY:		
APPROVED BY:		

**ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT**  
 S STREET / PINECREEK DRIVE  
 STA 95+93.65 TO STA 101+41.09

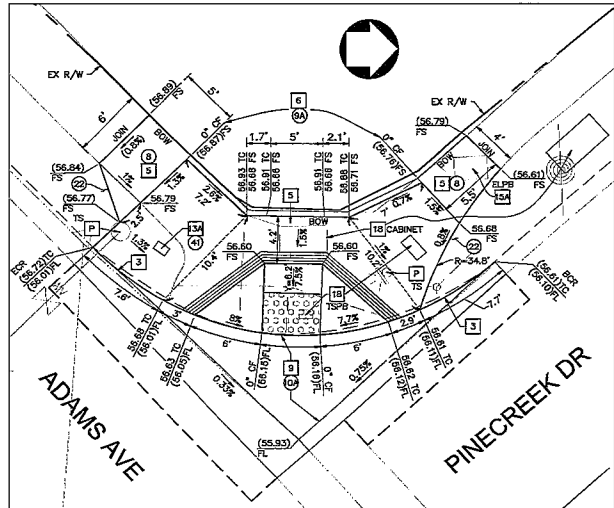
**CITY OF COSTA MESA**  
 PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

This plan includes revisions to the originally signed plans dated 03/21/23.  
 JOURNAL NUMBER: TRANSPORTATION SERVICES NUMBER: TS-2791 DATE: \_\_\_\_\_  
 This plan includes revisions to the originally signed plans dated 03/21/23.  
 JOURNAL NUMBER: CITY ENGINEER: K.A. O'CONNOR DATE: \_\_\_\_\_

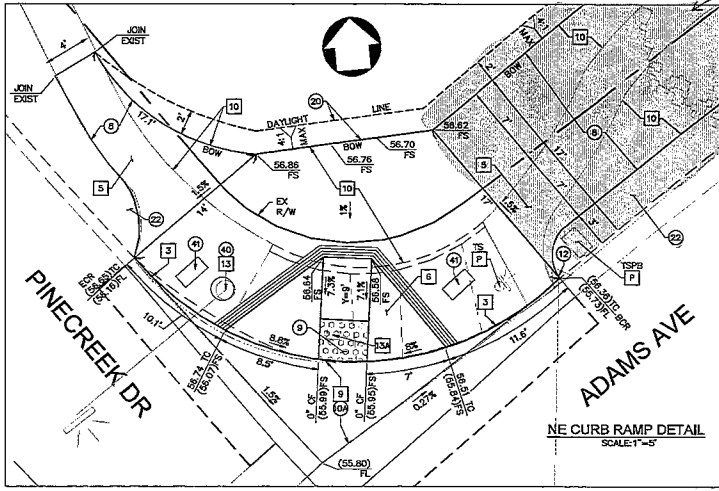
PROJECT NO. \_\_\_\_\_ DWG \_\_\_\_\_ SHEET 5 OF 12



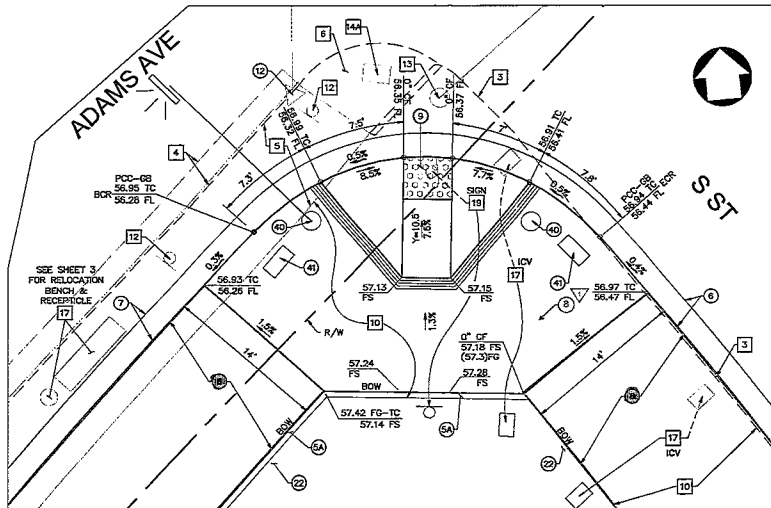
This work in yellow is not part of the Project



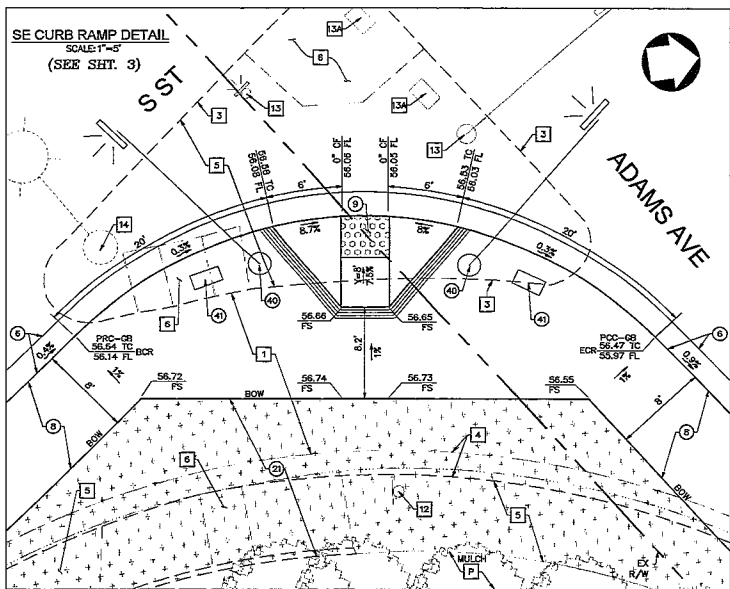
NW CURB RAMP DETAIL  
SCALE 1"=5'



NE CURB RAMP DETAIL  
SCALE 1"=5'



SW CURB RAMP DETAIL  
SCALE 1"=5'



SE CURB RAMP DETAIL  
SCALE 1"=5'

**DISPOSITION NOTES:**

1 PROTECT IN PLACE (ITEM PER PLAN)

**REMOVAL NOTES:**

- 1 REMOVE EXISTING PAVEMENT SECTION AND BASE (10" BELOW PROPOSED FINISH SURFACE)
- 3 REMOVE EXISTING CURB
- 4 REMOVE EXISTING CURB & GUTTER
- 5 REMOVE EXISTING SIDEWALK
- 6 REMOVE EXISTING CURB RAMP
- 8 REMOVE EXISTING SPANDREL
- 10 REMOVE EXISTING LANDSCAPING, IRRIGATION AND APPURTENANCES
- 12 REMOVE EXISTING SIGN (SEE SIGNING AND STRIPING SHEET 8)
- 13 REMOVE EXISTING TRAFFIC SIGNAL (SEE TRAFFIC SIGNAL SHEET 9)
- 14 REMOVE EXISTING TRAFFIC PULL BOX (SEE TRAFFIC SIGNAL SHEET 9)
- 14 REMOVE EXISTING STREET LIGHT (SEE TRAFFIC SIGNAL SHEET 9)
- 14A REMOVE EXISTING STREET LIGHT PULL BOX (SEE TRAFFIC SIGNAL SHEET 9)
- 15A ADJUST EXISTING TO GRADE BY OTHERS (ITEM PER PLAN)
- 17 RELOCATE EXISTING (ITEM PER PLAN)
- 18 RELOCATE EXISTING (ITEM PER PLAN), SEE TRAFFIC SIGNAL SHEET 9
- 19 RELOCATE EXISTING (ITEM PER PLAN), SEE SIGNING & STRIPING SHEET 8

**CONSTRUCTION NOTES:**

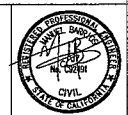
- 6A CONSTRUCT VARIOUS HEIGHT RETAINING CURB (6"-0"), TYPE "A" PER CITY OF COSTA MESA STD. PLAN 311
- 6B CONSTRUCT 6" CURB & GUTTER, TYPE "C" (W=24"), OVER 6" CMB PER CITY OF COSTA MESA STD. PLAN 312 (INCLUDE 2" AC SLOT PAVE)
- 7 CONSTRUCT 8" CURB & GUTTER, TYPE "C" (W=24"), OVER 6" CMB PER CITY OF COSTA MESA STD. PLAN 312 (INCLUDE 2" AC SLOT PAVE)
- 8 CONSTRUCT 4" PCC SIDEWALK OVER 4" CMB PER CITY OF COSTA MESA STD. PLAN 311
- 9 CONSTRUCT 4" CONCRETE CURB RAMP OVER 4" CMB PER CALTRANS STD. PLAN AB3A (CASE A), INCLUDE "FEDERAL YELLOW" TRUNCATED DOMES
- 9A CONSTRUCT 4" CONCRETE CURB RAMP OVER 4" CMB PER CALTRANS STD. PLAN AB3A (CASE B), INCLUDE "FEDERAL YELLOW" TRUNCATED DOMES
- 9B CONSTRUCT 8" PCC SPANDREL OVER 8" CMB PER CITY OF COSTA MESA STD. PLAN 415 (INCLUDE 3" AC SLOT PAVE)
- 10 RESET SURVEY MONUMENT
- 11 REGRADE EXISTING LANDSCAPING AREA, ADJUST IMPACTED IRRIGATION AND APPURTENANCES AS NEEDED
- 12 FILL AND GRADE WITH NATIVE SOIL AND COMPACT TO SEE RELATIVE COMPACTON, MATCH ADJACENT ELEVATIONS (OR AS SHOWN PER PLAN), FURNISH AND INSTALL 3" ORGANIC MULCH, ADJUST, REPLACE OR MODIFY IRRIGATION AND APPURTENANCES AS NEEDED TO ENSURE HEAD TO HEAD COVERAGE IN ALL AREAS, CONTRACTOR MUST USE CITY STANDARD MATERIALS
- 22 MODIFY IRRIGATION AS NECESSARY TO ENSURE PROPER HEAD TO HEAD COVERAGE OF IRRIGATION WHILE AVOIDING SPRAYING THE SIDEWALK, CONTRACTOR SHALL USE CITY OR OCC STANDARD MATERIALS
- 23 INSTALL NEW TRAFFIC SIGNAL PER TRAFFIC SIGNAL PLAN SHEET 8
- 24 INSTALL NEW TRAFFIC SIGNAL PULLBOX PER TRAFFIC SIGNAL PLAN SHEET 9

**GENERAL NOTES:**

(1) SEE SHEET 2 FOR TYPICAL SECTIONS

For Construction Notes Highlighted in Magenta:  
Alternative Bid Items proposed for this Bicycle/Pedestrian Pathway, Please see Bid Item No. 13 and Alternative Bid Item No. 44A and 45A in the Bid Schedule Proposal. Does not include southwest intersection corner

Plan Prepared By:   
Date: Mar. 15, 2023  
  
2441 W. Chapman Ave., Suite A  
Orange, California 92668  
Tel: (714) 974-0117 Fax: (714) 974-9524



NO.	DATE	BY	DESCRIPTION	APPROVED BY	DATE
1			Removed Northeast Pathway from Project, Added Alternative Bid Items for Bicycle/Pedestrian Pathway at Southwest corner of the intersection.		

NO.	DATE	DESCRIPTION	ELEVATION
1		REMOVED NEARBY MARK: CM-33-01	51.882
2		REMOVED NEARBY MARK: MWD-48	
3		REMOVED NEARBY MARK: FOUND 3/4" PINS ALUMINUM BENCHMARK DISK STAMPED "CM-33-01", SET IN THE HORIZONTAL CORNER OF A 3.0 FT. BY 2.0 FT. CONCRETE CATCH BASIN MONUMENT IS LOCATED IN THE SOUTHWEST CORNER OF THE INTERSECTION OF ADAMS AVENUE AND PINECREEK DRIVE, 34 FT. SOUTHWEST FROM THE SOUTH CURB ALONG THE CENTER MEDIAN OF ADAMS AVE AND 42 FT. WESTWARD OF THE WEST END OF THE SOUTHWEST CURB RETURN. MONUMENT IS SET LEVEL WITH THE SIDEWALK.	

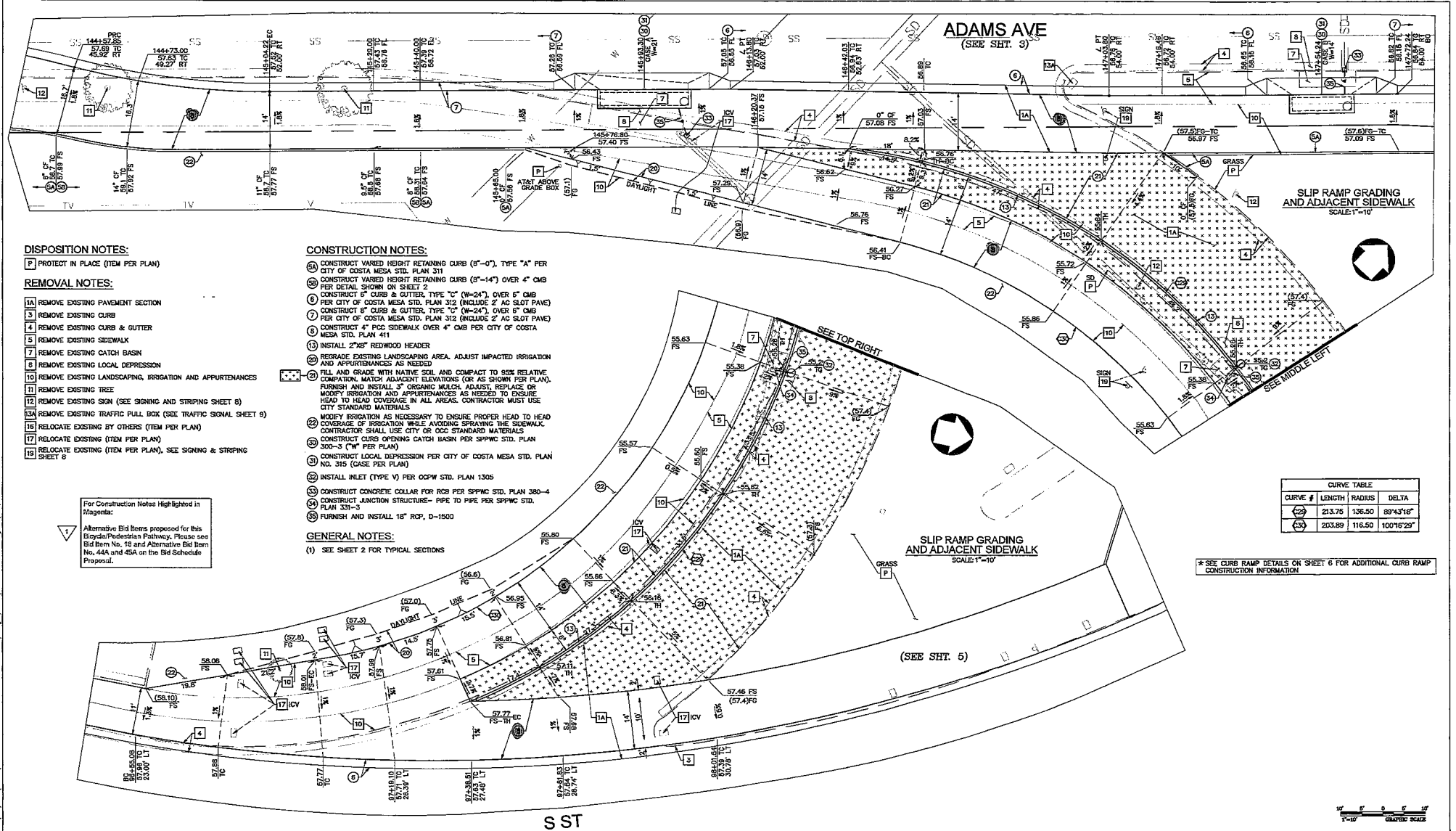
APPROVED BY:	DATE:

RECOMMENDED BY:   
PROJECT MANAGER:   
APPROVED BY:   
DATE:

**ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT**  
ADAMS AVENUE CURB RAMP DETAILS

CITY OF COSTA MESA  
PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

PROJECT NO. \_\_\_\_\_ DWG \_\_\_\_\_ SHEET 6 OF 12



**DISPOSITION NOTES:**

- (P) PROTECT IN PLACE (ITEM PER PLAN)

**REMOVAL NOTES:**

- (1A) REMOVE EXISTING PAVEMENT SECTION
- (3) REMOVE EXISTING CURB
- (4) REMOVE EXISTING CURB & GUTTER
- (5) REMOVE EXISTING SIDEWALK
- (7) REMOVE EXISTING CATCH BASIN
- (8) REMOVE EXISTING LOCAL DEPRESSION
- (10) REMOVE EXISTING LANDSCAPING, IRRIGATION AND APPURTENANCES
- (11) REMOVE EXISTING TREE
- (12) REMOVE EXISTING SIGN (SEE SIGNING AND STRIPING SHEET 8)
- (13) REMOVE EXISTING TRAFFIC PULL BOX (SEE TRAFFIC SIGNAL SHEET 9)
- (16) RELOCATE EXISTING BY OTHERS (ITEM PER PLAN)
- (17) RELOCATE EXISTING (ITEM PER PLAN)
- (18) RELOCATE EXISTING (ITEM PER PLAN), SEE SIGNING & STRIPING SHEET 8

**CONSTRUCTION NOTES:**

- (A) CONSTRUCT VARIED HEIGHT RETAINING CURB (8"-0"), TYPE "A" PER CITY OF COSTA MESA STD. PLAN 311
- (B) CONSTRUCT VARIED HEIGHT RETAINING CURB (8"-14") OVER 4" CMB PER DETAIL SHOWN ON SHEET 2
- (C) CONSTRUCT 6" CURB & GUTTER, TYPE "C" (W=24"), OVER 8" CMB PER CITY OF COSTA MESA STD. PLAN 312 (INCLUDE 2" AG SLOT PAVE)
- (D) CONSTRUCT 8" CURB & GUTTER, TYPE "C" (W=24"), OVER 8" CMB PER CITY OF COSTA MESA STD. PLAN 312 (INCLUDE 2" AG SLOT PAVE)
- (E) CONSTRUCT 4" PCC SIDEWALK OVER 4" CMB PER CITY OF COSTA MESA STD. PLAN 411
- (F) INSTALL 2"x8" REDWOOD HEADER
- (G) REGRADE EXISTING LANDSCAPING AREA, ADJUST IMPACTED IRRIGATION AND APPURTENANCES AS NEEDED
- (H) FILL AND GRADE WITH NATIVE SOIL AND COMPACT TO SEE RELATIVE COMPACT, MATCH ADJACENT ELEVATIONS (OR AS SHOWN PER PLAN), FURNISH AND INSTALL 3" ORGANIC MULCH, ADJUST, REPAIR OR MODIFY IRRIGATION AND APPURTENANCES AS NEEDED TO ENSURE LEAD TO HEAD COVERAGE IN ALL AREAS. CONTRACTOR MUST USE CITY STANDARD MATERIALS.
- (I) MODIFY IRRIGATION AS NECESSARY TO ENSURE PROPER HEAD TO HEAD COVERAGE OF IRRIGATION WHOLE AVOIDING SPRAYING THE SIDEWALK. CONTRACTOR SHALL USE CITY OR OCC STANDARD MATERIALS
- (J) CONSTRUCT CURB OPENING CATCH BASIN PER SPPWC STD. PLAN 500-3 (7" PER PLAN)
- (K) CONSTRUCT LOCAL DEPRESSION PER CITY OF COSTA MESA STD. PLAN NO. 315 (CASE PER PLAN)
- (L) INSTALL INLET (TYPE V) PER OCPW STD. PLAN 1305
- (M) CONSTRUCT CONCRETE COLLAR FOR RCB PER SPPWC STD. PLAN 380-4
- (N) CONSTRUCT JUNCTION STRUCTURE - PIPE TO PIPE PER SPPWC STD. PLAN 331-3
- (O) FURNISH AND INSTALL 18" ROP, D=1500

**GENERAL NOTES:**

- (1) SEE SHEET 2 FOR TYPICAL SECTIONS

For Construction Notes Highlighted in Magenta:

Alternative Bid Items proposed for this Bicycle/Pedestrian Pathway. Please see Bid Item No. 18 and Alternative Bid Item No. 44A and 45A on the Bid Schedule Proposal.

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
(22)	213.75	136.50	89°43'16"
(23)	203.89	116.50	100°16'29"

\*SEE CURB RAMP DETAILS ON SHEET 6 FOR ADDITIONAL CURB RAMP CONSTRUCTION INFORMATION.



Plan Prepared By:

**K&A**

241 W. Oregano Ave., Suite A  
Costa Mesa, California 92626  
Tel: (714) 271-0217 Fax: (714) 271-0234

Mar. 18, 2023  
Date



REVISIONS				REFERENCES		APPROVALS	
No.	DATE	BY	DESCRIPTION	APP'D	DATE	BY	DATE
1			Remove Northeast Pathway from Project. Add Alternative Bid Items for Bicycle/Pedestrian Pathway at Southwest corner of the intersection				

BENCH MARK	CM-35-81	ELEVATION	SLRIZ
SECTION NUMBER	MM-18		
RECOMMENDED BY:			
APPROVED BY:			

**ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT**  
ADAMS AVENUE TO S ST  
SLIP RAMP GRADING AND ADJACENT SIDEWALK

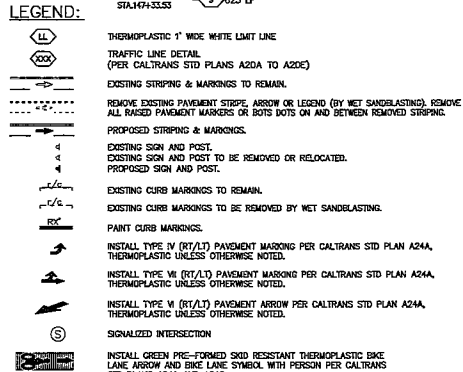
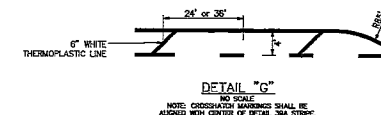
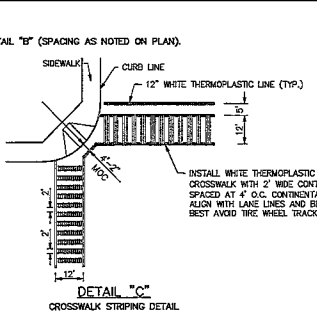
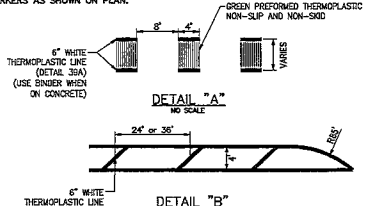
CITY OF COSTA MESA  
PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

PROJECT NO. \_\_\_\_\_ DWG \_\_\_\_\_ SHEET 7 OF 12

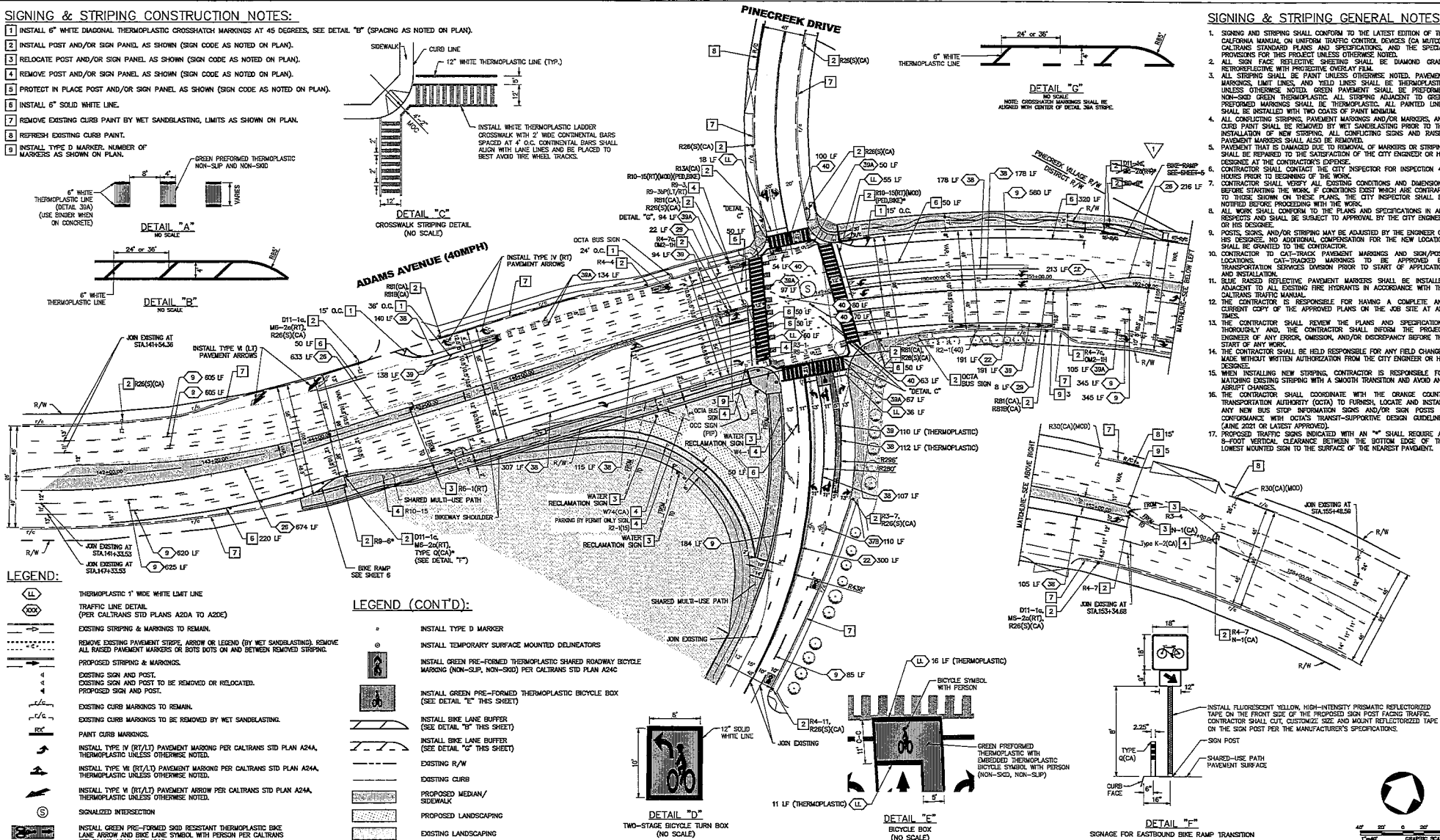
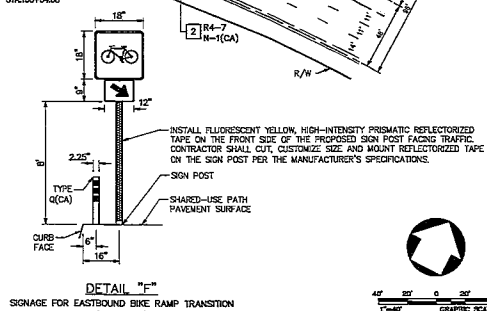
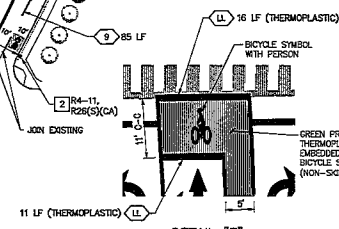
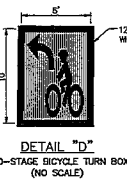
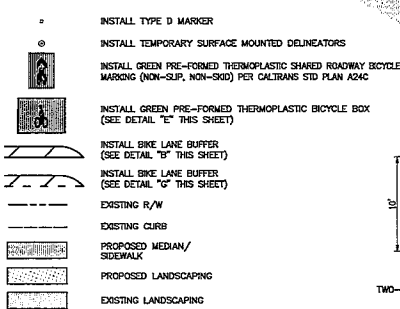
X:\PROJECTS\2023\0313089 Costa Mesa Admin - Pinecreek\Drawings\Road\07-Adams Avenue - 3/15/23 10:56

**SIGNING & STRIPING CONSTRUCTION NOTES:**

1. INSTALL 6" WHITE DIAGONAL THERMOPLASTIC CROSSHATCH MARKINGS AT 45 DEGREES, SEE DETAIL "B" (SPACING AS NOTED ON PLAN).
2. INSTALL POST AND/OR SIGN PANEL AS SHOWN (SIGN CODE AS NOTED ON PLAN).
3. RELOCATE POST AND/OR SIGN PANEL AS SHOWN (SIGN CODE AS NOTED ON PLAN).
4. REMOVE POST AND/OR SIGN PANEL AS SHOWN (SIGN CODE AS NOTED ON PLAN).
5. PROTECT IN PLACE POST AND/OR SIGN PANEL AS SHOWN (SIGN CODE AS NOTED ON PLAN).
6. INSTALL 6" SOLID WHITE LINE.
7. REMOVE EXISTING CURB PAINT BY NET SANDBLASTING, LIMITS AS SHOWN ON PLAN.
8. REFRESH EXISTING CURB PAINT.
9. INSTALL TYPE D MARKER, NUMBER OF MARKERS AS SHOWN ON PLAN.



**LEGEND (CONT'D):**



**SIGNING & STRIPING GENERAL NOTES:**

1. SIGNING AND STRIPING SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), CALIFORNIA STANDARD PLANS AND SPECIFICATIONS, AND THE SPECIAL PROVISIONS FOR THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL SIGN FACE REFLECTIVE SHEETING SHALL BE DIAMOND GRADE RETROREFLECTIVE WITH PROTECTED OVERLAY FILM.
3. ALL STRIPING SHALL BE PAINT UNLESS OTHERWISE NOTED. PAVEMENT MARKINGS, LIMIT LINES, AND YIELD LINES SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED. GREEN PAVEMENT SHALL BE PREFORMED NON-SOD GREEN THERMOPLASTIC. ALL STRIPING ADJACENT TO GREEN PAVEMENT MARKINGS SHALL BE THERMOPLASTIC. ALL PAINTED LINES SHALL BE INSTALLED WITH TWO COATS OF PAINT MINIMUM.
4. ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND/OR MARKERS, AND CURB PAINT SHALL BE REMOVED BY NET SANDBLASTING PRIOR TO THE INSTALLATION OF NEW STRIPING. ALL CONFLICTING SIGNS AND RAISED PAVEMENT MARKERS SHALL ALSO BE REMOVED.
5. PAVEMENT THAT IS DAMAGED DUE TO REMOVAL OF MARKERS OR STRIPING SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY ENGINEER OR HIS DESIGNEE AT THE CONTRACTOR'S EXPENSE.
6. CONTRACTOR SHALL CONTACT THE CITY INSPECTOR FOR INSPECTION 48 HOURS PRIOR TO BEGINNING OF THE WORK.
7. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING THE WORK. IF CONDITIONS EXIST WHICH ARE CONTRARY TO THOSE SHOWN ON THESE PLANS, THE CITY INSPECTOR SHALL BE NOTIFIED BEFORE PROCEEDING WITH THE WORK.
8. ALL WORK SHALL CONFORM TO THE PLANS AND SPECIFICATIONS IN ALL RESPECTS AND SHALL BE SUBJECT TO APPROVAL BY THE CITY ENGINEER OR HIS DESIGNEE.
9. SIGN, SIGNS AND/OR STRIPING MAY BE ADJUSTED BY THE ENGINEER OR HIS DESIGNEE. NO ADDITIONAL COMPENSATION FOR THE NEW LOCATION SHALL BE GRANTED TO THE CONTRACTOR.
10. CONTRACTOR TO CAT-TRACK PAVEMENT MARKINGS AND SIGN/POST LOCATIONS. CAT-TRACKED MARKINGS TO BE APPROVED BY TRANSPORTATION SERVICES DIVISION PRIOR TO START OF APPLICATION AND INSTALLATION.
11. SIZE BASED REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED ADJACENT TO ALL EXISTING FIRE HYDRANTS IN ACCORDANCE WITH THE CALTRANS TRAFFIC MANUAL.
12. PROPOSED TRAFFIC SIGNS INDICATED WITH AN "M" SHALL REQUIRE AN 8-FOOT VERTICAL CLEARANCE BETWEEN THE BOTTOM EDGE OF THE LOWEST MOUNTED SIGN TO THE SURFACE OF THE NEAREST PAVEMENT.
13. THE CONTRACTOR SHALL REVIEW THE PLANS AND SPECIFICATIONS THOROUGHLY AND, THE CONTRACTOR SHALL INFORM THE PROJECT ENGINEER OF ANY ERROR, OMISSION, AND/OR CONFLICT BEFORE THE START OF ANY WORK.
14. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER OR HIS DESIGNEE.
15. WHEN INSTALLING NEW STRIPING, CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STRIPING WITH A SMOOTH TRANSITION AND AVOID ANY ABRUPT CHANGES.
16. THE CONTRACTOR SHALL COORDINATE WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) TO FURNISH, LOCATE AND INSTALL ANY NEW SIZE STOP INFORMATION SIGNS AND/OR SIGN POSTS IN CONFORMANCE WITH OCTA'S TRANSPORTATION SUPPORTIVE DESIGN GUIDELINES (JUNE 2021 OR LATEST APPROVED).
17. PROPOSED TRAFFIC SIGNS INDICATED WITH AN "M" SHALL REQUIRE AN 8-FOOT VERTICAL CLEARANCE BETWEEN THE BOTTOM EDGE OF THE LOWEST MOUNTED SIGN TO THE SURFACE OF THE NEAREST PAVEMENT.

REVISIONS		APPROVALS	
No.	DATE	BY	DATE
1	03/15/23	[Signature]	03/15/23
2	03/15/23	[Signature]	03/15/23

APPROVALS	
BY	DATE
[Signature]	03/15/23
[Signature]	03/15/23

**ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT**

**SIGNING & STRIPING MESA**

**CITY OF COSTA MESA**  
PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

PROJECT NO. [ ] DWG SS-01 SHEET 8 OF 12

2441 W. Chapman Ave., Suite A  
Costa Mesa, CA 92626  
Tel: (714) 574-9811 Fax: (714) 574-9834

APPROVED BY: [Signature] DATE: 03/15/23

DESIGNED BY: [Signature] DATE: 03/15/23

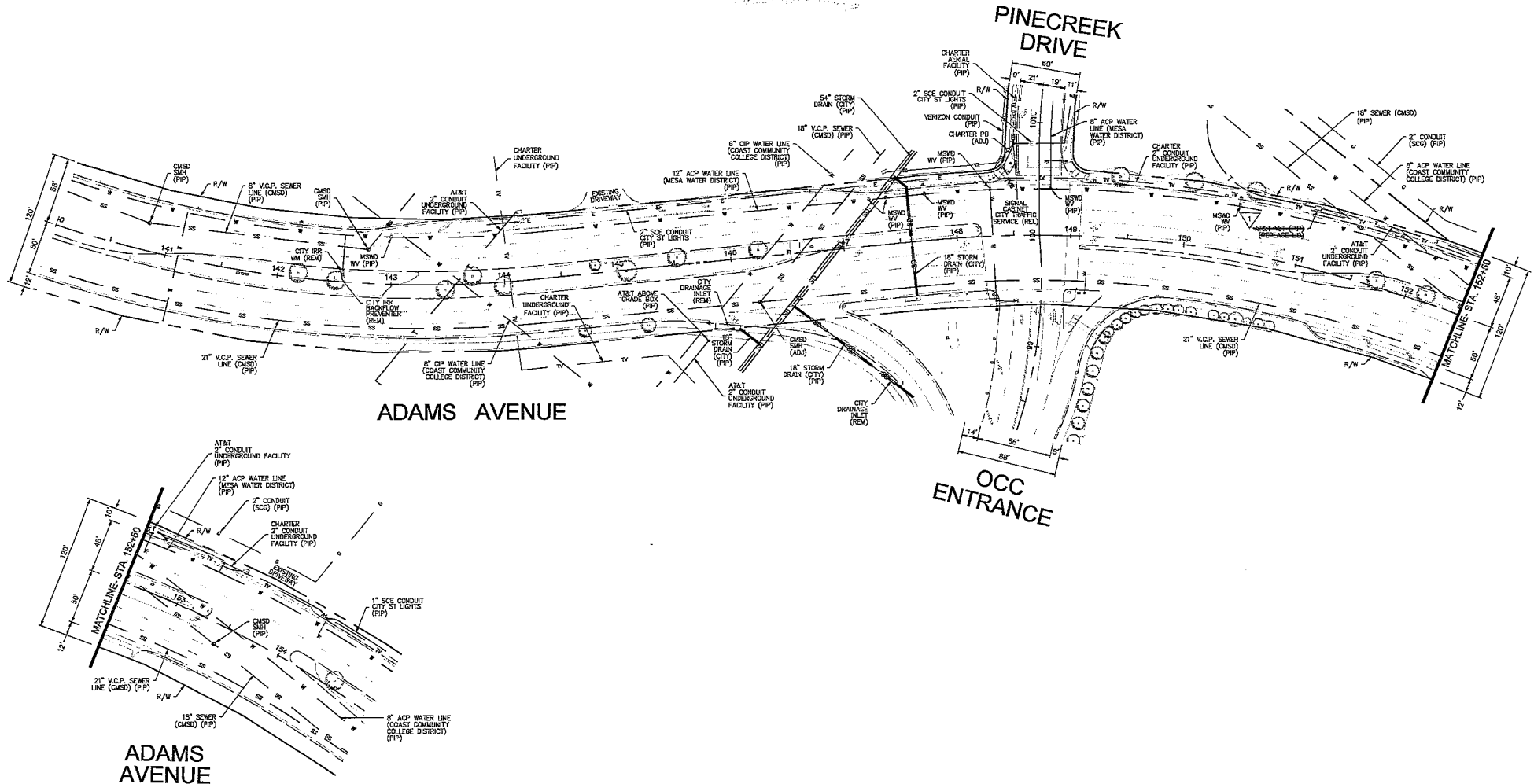
CHECKED BY: [Signature] DATE: 03/15/23

DATE: 03/15/23

\N\0240251\0240251\0240251\Projects\2021\1713300 - Costa Mesa Adams Pinecreek\Design\Signing & Striping\SS-AdamsPinecreek.dwg 3/15/23 10:41



\\WD00231\locos\locos\BUREAU\Projects\2021\CL1080 Costa Mesa Adams Pinecreek\Drawn\Drawn\01(Sht. 12).DWG 3/14/23 11:40



TO BE USED FOR UTILITY INFORMATION ONLY



Plan Prepared By:  
  
**KOA**  
 2441 W. Chapman Ave., Suite A  
 Orange, California 92668  
 Tel: (714) 974-0177 Fax: (714) 974-0164



REVISIONS			REFERENCES	
NO.	DATE	BY	APPROVED BY	DATE
1				
2				
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REFERENCES		APPROVALS	
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**ADAMS AVENUE AND PINECREEK DRIVE INTERSECTION PROJECT**

UTILITY PLAN

CITY OF COSTA MESA  
 PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

PROJECT NO. \_\_\_\_\_ DWG U-01 SHEET 12 OF 12

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

RECOMMENDED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

REVISIONS: This plan includes revisions to the originally signed plans dated 02/21/23.

OTHER REVISIONS: \_\_\_\_\_ DATE: \_\_\_\_\_

DESIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

CHECKED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PROJECT MANAGER: \_\_\_\_\_





**EXHIBIT C**

**BONDS**



THE FINAL PREMIUM IS  
PREDICATED ON THE  
FINAL CONTRACT AMOUNT

This bond was issued in three (3)  
original counterparts

Bond No. 024274836

**FAITHFUL PERFORMANCE PAYMENT BOND  
TO ACCOMPANY PUBLIC WORKS AGREEMENT**

The premium charge on this bond is \$21,762.00, being at the rate of \$\*\_\_\_\_\_ per thousand of the contract price.  
\*\$11.52/\$6.96/\$5.52

WHEREAS, the City of Costa Mesa, State of California, has awarded to Gentry General Engineering, Inc., hereinafter designated as the "Principal", a Public Works Agreement for the project known as: \_\_\_\_\_ in the City of Costa Mesa, in strict conformity with the Public Works Agreement on file with the Costa Mesa City Clerk, which is incorporated herein by this reference (the "Agreement").

\*\*Adams Avenue and Pinecreek Drive Intersection Project, Federal Project No. CML-5312(104), City Project No. 23-11

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof require the furnishing of a bond for the faithful performance of the Agreement.

NOW, THEREFORE, We, the undersigned Principal, and The Ohio Casualty Insurance Company, duly authorized to transact business under the laws of the State of California, as Surety (referred to herein as "Surety"), are held and firmly bound unto the City of Costa Mesa, in the sum of \*\*\* \_\_\_\_\_ Dollars (\$2,877,242.00) lawful money of the United States of America, said sum being equal to 100% of the estimated amount payable by the City of Costa Mesa under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these present.

\*\*\*Two Million Eight Hundred Seventy-Seven Thousand Two Hundred Forty-Two and 00/100

The Surety's obligations under this Bond are commensurate with the obligations of the Principal under the Agreement. The Surety's obligations shall include, but are not limited to: (1) the responsibilities of Principal under the Agreement for completion of the Agreement and correction of defective work; (2) the responsibilities of Principal under the Agreement to pay any liquidated damages, and, for damages for which no liquidated damages are specified in the Agreement, actual damages caused by non-performance of the Agreement, including, but not limited to, all valid and proper backcharges, offsets, payments indemnities, or other damages; and (3) additional legal, design professional and delay costs resulting from Principal's default or failure to act of the Surety.

The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors or assigns, in all things stands to and abides by, and well and truly keeps and performs all of the work, covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnifies, defends, and saves harmless the City of Costa Mesa, its officers, employees, and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified in this Bond, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation.

The Surety, for value received, stipulates and agrees that no change, extension of time, or alterations or additions to the terms of the Agreement or to the work to be performed thereunder, or the specifications accompanying same, shall in any way affect its obligations on this Bond, and it hereby waives notice of any such change, extension of time, or alterations or additions to the Agreement or to the work or to the specifications.

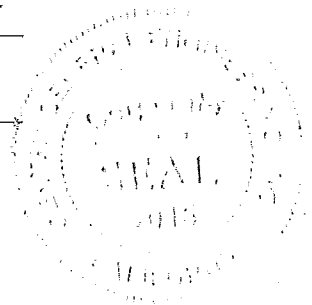
IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety, on the 27th day of February, 2024.

Gentry General Engineering, Inc.  
Name of Contractor (Principal)

BGA - President & CEO  
Authorized Signature/Title

The Ohio Casualty Insurance Company  
Name of Surety  
790 The City Drive South, Suite 200  
Orange, CA 92868  
Address of Surety

\_\_\_\_\_  
Authorized Agent Signature  
Dwight Reilly, Attorney-in-Fact  
Print Name and Title



## ACKNOWLEDGMENT

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

State of California  
County of Orange )

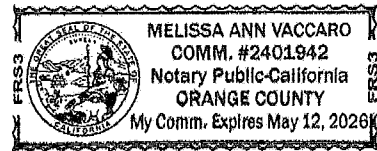
On 02/27/2024 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)  
Melissa Ann Vaccaro



## ACKNOWLEDGMENT

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

State of California  
County of San Bernardino )

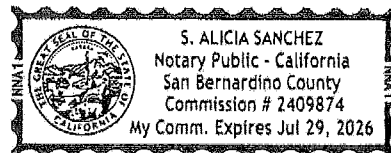
On February 27, 2024 before me, S. Alicia Sanchez, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209029-869561

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arturo Ayalá, Daniel Huckabay, Adrian Langrell, Chelsea Liberatore, Frank Morones, R. Nappi, Dwight Reilly, Shaunna Rozelle Ostrom, Ben Stong, Michael D. Stong, Benjamin Wolfe

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed hereto this 21st day of November, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss.
County of MONTGOMERY

On this 21st day of November, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
My commission expires March 28, 2025
Commission number 112884

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of February, 2024.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

THE FINAL PREMIUM IS  
PREDICATED ON THE  
FINAL CONTRACT AMOUNT

This bond was issued in three (3)  
original counterparts

Bond No. 024274836

**LABOR AND MATERIALS PAYMENT BOND  
TO ACCOMPANY CONTRACT PUBLIC WORK**

WHEREAS, the City of Costa Mesa, State of California, has awarded to Gentry General Engineering, Inc., hereinafter designated as the "Principal", a contract for the project known as: \* \_\_\_\_\_ in the City of Costa Mesa, in strict conformity with the contract on file with the Costa Mesa City Clerk, which is incorporated herein by this reference.

WHEREAS, Principal has executed or is about to execute the contract and the terms thereof and California Civil Code section 9554 require the furnishing of a bond, providing that if Principal or any of Principal's subcontractors fails to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work agreed to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We, the undersigned Principal, and The Ohio Casualty Insurance Company, duly authorized to transact business under the laws of the State of California, as Surety (referred to herein as "Surety"), are held and firmly bound unto the City of Costa Mesa, in the sum of \_\_\_\_\_ \*\* Dollars (\$2,877,242.00) lawful money of the United States of America, said sum being equal to 100% of the estimated amount payable to the City of Costa Mesa under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, executors, and administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal or the Principal's subcontractors fail to pay for any materials, provisions, or other supplies, implements or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any other work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought to enforce the obligations of this Bond, a reasonable attorneys' fees, to be fixed by the Court as required by the provisions of Section 9554 of the California Civil Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety, on the 27th day of February, 2024.

Gentry General Engineering, Inc.  
Name of Contractor (Principal)

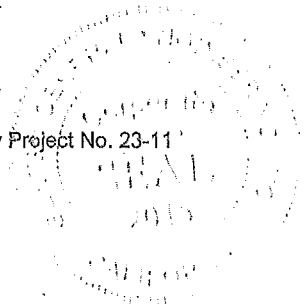
B.A. - President & CEO  
Authorized Signature/Title

The Ohio Casualty Insurance Company  
Name of Surety  
790 The City Drive South, Suite 200  
Orange, CA 92868  
Address of Surety

\_\_\_\_\_  
Authorized Agent Signature  
Dwight Relly, Attorney-in-Fact  
Print Name and Title

\*Adams Avenue and Pinecreek Drive Intersection Project, Federal Project No. CML-5312(104), City Project No. 23-11

\*\*Two Million Eight Hundred Seventy-Seven Thousand Two Hundred Forty-Two and 00/100



## ACKNOWLEDGMENT

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

State of California  
County of Orange )

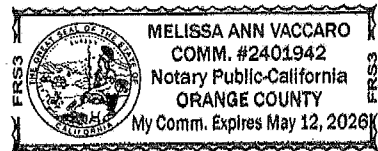
On 02/27/2024 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)  
Melissa Ann Vaccaro



## ACKNOWLEDGMENT

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

State of California  
County of San Bernardino )

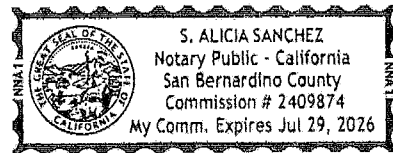
On February 27, 2024 before me, S. Alicia Sanchez, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8209029-969561

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"); pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arturo Ayala; Daniel Huckabay; Adrian Langrell; Chelsea Liberatore; Frank Morones; R. Nappi; Dwight Reilly; Shaunna Rozelle Ostrom; Ben Stong; Michael D. Stong; Benjamin Wolfe

all of the city of Orange state of CA each individually if there be more than one named. Its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed hereto this 21st day of November, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss.
County of MONTGOMERY

On this 21st day of November, 2023, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company; and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 26, 2025
Commission number 1129244
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following: By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations; such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of February, 2024.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary



**EXHIBIT D**

**DRUG-FREE WORKPLACE POLICY**

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**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

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Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

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It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
  2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

**EXHIBIT E**  
**FEDERAL FUNDING SUPPLEMENT**

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## FEDERAL FUNDING SUPPLEMENT

### DAVIS-BACON ACT PROVISIONS (29 CFR SECTION 5:5)

#### (a) (1) MINIMUM WAGES

(i) All mechanics and laborers employed or working upon the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project, 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 amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision 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; and the wage determination decision shall be posted by CONTRACTOR at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated 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 29 CFR 5.5(a)(1) (iv). Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(ii) CITY'S Project Manager shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by CITY'S Project Manager to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of CITY'S Project Manager shall be referred to the Secretary for final determination.

(iii) CITY'S Project Manager shall require, 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 wage rate and CONTRACTOR is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of CITY'S Project Manager shall be referred to the Secretary of Labor for determinations.

(iv) If CONTRACTOR does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: Provided, however, the Secretary of Labor has found, upon the written request of CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### (2) WITHHOLDING

CITY'S Finance Director may withhold or cause to be withheld from CONTRACTOR so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by CONTRACTOR or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentices or trainees, employed or working on the site of the work, or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project, all or part of the wages required by the contract, CITY'S Finance Director may, after written notice to CONTRACTOR, or subcontractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee or funds until such violations have ceased.

### **(3) PAYROLLS AND BASIC RECORDS**

(i) Payrolls and basic records relating thereto will be maintained 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, or in the construction or development of same. Such records will contain the name and address of each such employee, his correct classification, rates of pay [including rates of contributions or costs anticipated of the types described in Section 1(b)(2) 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, 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.

(ii) CONTRACTOR will submit weekly a copy of all payrolls to CITY'S Finance Director reflecting wages paid to each of its employees during the preceding weekly payroll period. The copy shall be accompanied by a statement signed by CONTRACTOR or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors. CONTRACTOR will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the CITY'S Finance Department and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. CONTRACTOR employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the contracting agencies that their employment is pursuant to an approved program and shall identify the program.

### **(4) APPRENTICES AND TRAINEES**

#### **(i) APPRENTICES:**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his 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 Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to CONTRACTOR as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (ii) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. CONTRACTOR and all subcontractors will be required to furnish to CITY'S Project Manager written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

#### **(ii) TRAINEES:**

Except as provided in 29 CFR 5.15, 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, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the

approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. CONTRACTOR and all subcontractors will be required to furnish CITY'S Project Manager written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, 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.

(iii) **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.

**(5) COMPLIANCE WITH COPELAND REGULATIONS (29 CFR, PART 3)**

CONTRACTOR shall comply with the Copeland Regulations (29 CFR, Part 3) of the Secretary of Labor which are herein incorporated by reference.

**(6) SUBCONTRACTS**

CONTRACTOR will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (5) and (7) and such other clauses as the CITY'S Project Manager may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

**(7) CONTRACT DETERMINATION; DEBARMENT**

A breach of clauses (1) through (6) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

**(b) (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 laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless laborer or mechanic receives compensation at a rate of not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

**(2) VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES**

In the event of any violation of the clause set forth in subparagraph (1), CONTRACTOR and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to CITY for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1).

**(3) WITHHOLDING FOR UNPAID WAGES & LIQUIDATED DAMAGES**

CITY may withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor, such sums as may administratively 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).

**(4) SUBCONTRACTS**



CONTRACTOR shall insert in any subcontracts the clauses set forth in subparagraphs (1), (2), and (3) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

### **EQUAL OPPORTUNITY CLAUSE [41 CFR SECTION 60-1.4(B)]**

During the performance of this contract, CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: 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. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further CITY contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as CITY 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 subcontractor or vendor as a result of such direction by CITY, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**EXHIBIT F**

**REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION  
CONTRACTS**

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

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

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

<b>1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)</b> .....	<b>2</b>
<b>A. Nondiscrimination Statement</b> .....	<b>3</b>
<b>B. Contract Assurance</b> .....	<b>3</b>
<b>C. Prompt Progress Payment</b> .....	<b>3</b>
<b>D. Prompt Payment of Withheld Funds to Subcontractors</b> .....	<b>3</b>
<b>E. Termination and Replacement of DBE Subcontractors</b> .....	<b>4</b>
<b>F. Commitment and Utilization</b> .....	<b>6</b>
<b>G. Running Tally of Attainments</b> .....	<b>7</b>
<b>H. Commercially Useful Function</b> .....	<b>7</b>
<b>I. Use of Joint Checks</b> .....	<b>8</b>
<b>2. BID OPENING</b> .....	<b>9</b>
<b>3. BID RIGGING</b> .....	<b>9</b>
<b>4. CONTRACT AWARD</b> .....	<b>9</b>
<b>5. CONTRACTOR LICENSE</b> .....	<b>9</b>
<b>6. CHANGED CONDITIONS</b> .....	<b>9</b>
<b>A. Differing Site Conditions</b> .....	<b>9</b>
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## 1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

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

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

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

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

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

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

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

#### **A. Nondiscrimination Statement**

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

#### **B. Contract Assurance**

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

#### **C. Prompt Progress Payment**

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

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

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

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

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

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

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

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

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

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

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

##### Termination of DBE Subcontractors

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

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to

perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

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

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

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

#### Replacement of DBE Subcontractors

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

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

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

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

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

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

#### **F. Commitment and Utilization**

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

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

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

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

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

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

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



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

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

### **G. Running Tally of Attainments**

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

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

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

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

### **H. Commercially Useful Function**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **I. Use of Joint Checks**

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

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

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

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

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

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

## **2. BID OPENING**

The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

## **3. BID RIGGING**

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

## **4. CONTRACT AWARD**

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

## **5. CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

## **6. CHANGED CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

## 8. BUY AMERICA

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

### Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

**Manufactured Products**

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

**Construction Materials**

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

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

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

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

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

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

Buy America requirements do not apply to the following:

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

**Waivers**

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

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

1. \_\_\_\_\_
2. \_\_\_\_\_

**9. QUALITY ASSURANCE**

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

## 10. PROMPT PAYMENT

### A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

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

### B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

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

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

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

*[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]*

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

## 12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

## MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	25.6
	7360 San Francisco-Oakland	
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	
7500 Santa Rosa	9.1	
CA Sonoma		
8720 Vallejo-Fairfield-Napa, CA	17.1	
CA Napa; CA Solano		
Non-SMSA Counties:	23.2	
CA Lake; CA Mendocino; CA San Benito		
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA	
	Yolo Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus	
	8120 Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties	19.8
CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne		
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1
	CA Fresno	
	Non-SMSA Counties:	23.6
CA Kings; CA Madera; CA Tulare		

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

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

**13. TITLE VI ASSURANCES**

*[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.*

*Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]*

**APPENDIX A**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the



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

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title

VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

### APPENDIX C

#### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX D****CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such

- 
- programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
  - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions  
(to be used when applicable)**14. FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is \_\_\_\_.

This section applies if a number of trainees or apprentices is shown on the Notice of Bidders.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of \_\_\_\_\_ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of \_\_\_\_\_ approval for this submitted information before the prime contractor starts work. The City/County of \_\_\_\_\_ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of \_\_\_\_\_ and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - Meet the equal employment opportunity responsibilities
  - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of \_\_\_\_\_ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
  - a. Contribute to the cost of the training
  - b. Provide the instruction to the apprentice or trainee
  - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee a:

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

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

#### **15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES**

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

**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:

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).

**ATTACHMENTS**

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

**II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)**

**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 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.

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).

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.

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.

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.

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).

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.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

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. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). 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.

(4) 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 will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.*

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

### 3. Records and certified payrolls (29 CFR 5.5)

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/VWHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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; and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* 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. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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 journeyworkers 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 must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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.** a. By entering into this contract, the contractor certifies that neither it 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 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

## 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 watchpersons 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 and interest from the date of the underpayment. 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 watchpersons 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.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) 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

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

### 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 200.327.

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 200.327.

**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.

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**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.

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**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.

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**4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) 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;

(2) 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

(3) 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)

b. 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.

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**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.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**  
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**EXHIBIT G**

**FEDERAL PREVAILING WAGE DETERMINATIONS ISSUED UNDER THE DAVIS-  
BACON AND RELATED ACTS**

"General Decision Number: CA20230024 12/08/2023

Superseded General Decision Number: CA20220024

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)(2)-(60).

<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"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 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 2023.</li> </ul>
<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"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 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 2023.</li> </ul>

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	01/06/2023
1	01/13/2023
2	01/20/2023
3	01/27/2023
4	02/10/2023
5	02/24/2023
6	03/17/2023
7	06/23/2023
8	06/30/2023
9	07/14/2023
10	08/11/2023

11	08/18/2023
12	09/08/2023
13	09/15/2023
14	10/06/2023
15	11/17/2023
16	12/08/2023

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
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\* BRCA0004-010 05/01/2020

Rates Fringes

BRICKLAYER; MARBLE SETTER.....	\$ 41.39	18.95
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\*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 06/01/2022

Rates Fringes

MARBLE FINISHER.....	\$ 37.87	14.13
TILE FINISHER.....	\$ 32.44	12.54
TILE LAYER.....	\$ 45.05	18.33

BRCA0018-010 09/01/2022

Rates Fringes

TERRAZZO FINISHER.....	\$ 38.37	14.13
TERRAZZO WORKER/SETTER.....	\$ 46.49	14.66

CARP0213-001 07/01/2021

Rates Fringes

CARPENTER (1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical		
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installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, 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.

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 CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

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 CARP0721-001 07/01/2021

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

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 \* ELEC0011-001 06/26/2023

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 46.47	3%+15.53

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.

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 ELEC0441-001 12/26/2022

	Rates	Fringes
CABLE SPLICER.....	\$ 57.39	23.67

ELECTRICIAN.....	\$ 54.87	23.60
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\* 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.

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ELEC0441-004 12/26/2022

	Rates	Fringes
ELECTRICIAN (TRANSPORTATION SYSTEMS, TRAFFIC SIGNALS & STREET LIGHTING)		
Cable Splicer/Fiber Optic		
Splicer.....	\$ 55.47	23.61
Electrician.....	\$ 54.87	23.60
Technician.....	\$ 41.15	23.18

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.

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ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 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	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.95	37.335+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.

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ENGI0012-003 07/01/2022

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 51.90	30.70
GROUP 2.....	\$ 52.68	30.70
GROUP 3.....	\$ 52.97	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 54.68	30.70
GROUP 8.....	\$ 54.79	30.70
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 54.91	30.70
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 55.08	30.70
GROUP 13.....	\$ 55.18	30.70
GROUP 14.....	\$ 55.21	30.70
GROUP 15.....	\$ 55.29	30.70
GROUP 16.....	\$ 55.41	30.70
GROUP 17.....	\$ 55.58	30.70
GROUP 18.....	\$ 55.68	30.70
GROUP 19.....	\$ 55.79	30.70
GROUP 20.....	\$ 55.91	30.70
GROUP 21.....	\$ 56.08	30.70
GROUP 22.....	\$ 56.18	30.70
GROUP 23.....	\$ 56.29	30.70
GROUP 24.....	\$ 56.41	30.70
GROUP 25.....	\$ 56.58	30.70
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 53.25	30.70
GROUP 2.....	\$ 54.03	30.70
GROUP 3.....	\$ 54.32	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 54.68	30.70
GROUP 6.....	\$ 54.79	30.70
GROUP 7.....	\$ 54.91	30.70
GROUP 8.....	\$ 55.08	30.70
GROUP 9.....	\$ 55.25	30.70
GROUP 10.....	\$ 56.25	30.70
GROUP 11.....	\$ 57.25	30.70
GROUP 12.....	\$ 58.25	30.70
GROUP 13.....	\$ 59.25	30.70
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 54.53	30.70
GROUP 2.....	\$ 54.82	30.70
GROUP 3.....	\$ 54.96	30.70
GROUP 4.....	\$ 55.18	30.70
GROUP 5.....	\$ 55.29	30.70
GROUP 6.....	\$ 55.41	30.70
GROUP 7.....	\$ 55.71	30.70

PREMIUM PAY:  
 \$3.75 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); 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); Drilling machine operator, small auger types (Texoma super economical 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 5: Equipment Greaser (Grease Truck/Multi Shift).

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; 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); Mobarck 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; 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 9: Heavy Duty Repairman

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 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine,

up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired

earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### 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.); Tower crane operator and tower gantry

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)

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 think 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

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ENGI0012-004 08/01/2023

Rates Fringes

OPERATOR: Power Equipment

(DREDGING)

(1) Leverman.....	\$ 64.10	34.60
(2) Dredge dozer.....	\$ 58.13	34.60
(3) Deckmate.....	\$ 58.02	34.60
(4) Winch operator (stern winch on dredge).....	\$ 57.47	34.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	34.60
(6) Barge Mate.....	\$ 57.54	34.60

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IRON0433-006 01/01/2023

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 46.20	34.30

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

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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.

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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 bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and

similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; 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

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LAB00652-003 07/01/2022

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

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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

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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.

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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.

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PAIN0036-008 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 46.28	23.52
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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

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PAIN1247-002 01/01/2023

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 41.60	16.38
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PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64
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PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91
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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.....	\$ 55.18	26.26
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PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28
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ROOF0036-002 08/01/2022

	Rates	Fringes
ROOFER.....	\$ 43.47	19.52

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.

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SFCA0669-008 01/01/2023

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.....	\$ 43.25	27.33

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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

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SHEE0105-003 07/01/2023

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.....	\$ 55.16	30.04
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 55.16	30.04

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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

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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) (ii)).

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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.

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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.

=====  
" END OF GENERAL DECISION

**EXHIBIT H**  
**CERTIFICATES OF INSURANCE**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract signed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**2. Available under the applicable Limits of Insurance shown in the Declarations;**  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract signed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Gentry General Engineering, Inc.

**Endorsement Effective Date:** 5/6/2023

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any and all jobs/projects of the insured, where required by written contract, executed prior to a claim.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b> Gentry General Engineering, Inc.
<b>Endorsement Effective Date:</b> 5/6/2023

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
Any and all jobs/projects of the insured, where any person or organization for whom you and such person or organization have agreed in writing, in a contract or agreement, that such person or organization be added as an additional insured on your policy, and executed prior to a claim.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 2 % of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER	CALIFORNIA OPERATIONS ONLY

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/06/2023 ; Policy No. WSD 5048153 04

Endorsement No.

Insured GENTRY GENERAL ENGINEERING INC

Premium \$ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By Kelly Wright