

CONTRACT
[Glassell Street and Collins Avenue Left Turn Signal Improvements
(Bid No. 20-21.30, SP-4005)]

THIS CONTRACT (the "Contract") is made and entered into as of _____, 2020 ("Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and ELECNOR BELCO ELECTRIC, INC., a California corporation ("Contractor"), who agree as follows.

ARTICLE 1
Work Performed

a. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the two (2) bonds presented to City with this Contract and incorporated herein by this reference, Contractor hereby agrees to and shall do all the work and furnish all the labor, materials, tools and equipment, except such as are mentioned in the specifications to be furnished by City to Contractor, necessary to complete in good workmanship and substantial manner the work (the "Work") described in:

(1) The Construction Plans for Glassell Street and Collins Avenue Left Turn Signal Improvements (Drawing SP-4005) prepared for City by Jason Melchor, approved by the "Engineer" (as defined herein below) on September 25, 2019, and consisting of sheets numbered 1 through 5, inclusive (the "Plans");

(2) The latest edition of the "City of Orange Standard Plans and Specifications" (the "Orange Book") with the term "Engineer," as used in the Orange Book and in this Contract, to specifically include the City Engineer (or his/her designee);

(3) The "Standard Specifications for Public Works Construction" (the "Green Book"), and all amendments thereto;

(4) The Compliance Documents attached hereto as Attachment No. 3 and incorporated herein by this reference;

(5) The Labor Relations Forms attached hereto as Attachment No. 4 and incorporated here by this reference;

(6) The "City of Orange Standard Special Provisions";

(7) The Standard Plans; and

(8) The Federal Special Provision attached hereto as Attachment No. 5 and incorporated here by this reference;

(9) The Federal Prevailing Wage Rates attached hereto as Attachment No. 6 and incorporated herein by this reference; and

(10) Contractor's Bid Proposal, which is on file with City's Department of Public Works.

b. Contractor acknowledges that it has received the Plans from City and that a complete copy of the Plans are in its possession and are hereby specifically referred to and by such reference made a part hereof. The Orange Book, Green Book and City of Orange Standard Special Provisions and Standard Plans are on file with City's Public Works Director and are hereby specifically referred to and by such reference made a part hereof. A copy of the Special Provisions and Standard Plans will also be kept on file with the City Clerk. Contractor hereby acknowledges that it has read, reviewed and understands the Plans, the Orange Book, the Green Book, the Special Provisions, the Standard Plans, and the Encroachment Permit as they relate to the Work, all of which documents shall be referred to herein collectively as the "Plans and Specifications."

c. Contractor acknowledges the provisions of Chapter 8.28 of the Orange Municipal Code which requires, among other things, that Contractor utilize City's exclusive solid waste hauler for the rental of bins for trash and debris removal and imposes mandatory recycling requirements for self-hauled construction and demolition waste. The terms and conditions set forth in this Contract shall control over any terms and conditions in the Plans and Specifications to the contrary.

d. The Work shall be performed in conformity with the Plans and Specifications and the Bid Proposal and all applicable laws, including any and all applicable federal and state labor laws and standards and applicable prevailing wage requirements and any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment.

e. Unless and until otherwise notified in writing by City's Public Works Director, City's Principal Engineer, Randy Nguyen, ("Authorized City Representative"), shall be the person to whom Contractor will report for the performance of the Work hereunder. It is understood that Contractor's performance hereunder shall be under the direction and supervision of the Authorized City Representative or such other person as City's Public Works Director may designate from time to time, that Contractor shall coordinate the Work hereunder with the Authorized City Representative to the extent required by the Authorized City Representative, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the Authorized City Representative or City's Public Works Director.

f. It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and Contractor's Bid Proposal, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Bid Proposal conflicting herewith.

ARTICLE 2
Commencement of Work

Contractor shall commence the Work provided for in this Contract within fifteen (15) days of the date of the issuance by City of a Notice to Proceed and diligently prosecute completion of the Work within forty-five (45) calendar days from such date, unless legal extension is granted in accordance with the terms set forth in the Green Book. Time is of the essence in this Contract. Contractor shall do all things necessary and incidental to the prosecution of Contractor's Work.

ARTICLE 3
Compensation

a. Contractor agrees to receive and accept an amount not to exceed TWO HUNDRED SEVENTY-TWO THOUSAND ONE HUNDRED FIFTY-ONE DOLLARS and 25/100 (\$272,151.25) unless said amount is amended by Contract Change Order approved by the City, as compensation for furnishing all materials and doing all the Work contemplated and embraced in this Contract. Said compensation covers (1) all loss or damage arising out of the nature of the Work, from the acts of the elements; (2) any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by City, other than as provided below; (3) all risks of every description connected with the Work; (4) all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and (5) well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them. Retention amounts shall be withheld from progress payments as required by law unless Contractor provides securities in lieu of retention.

b. In addition to the scheduled Work to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by the Authorized City Representative. In anticipation of such contingencies, the sum of TWENTY-SEVEN THOUSAND TWO HUNDRED FIFTEEN DOLLARS and 13/100 (\$27,215.13) has been added to the total compensation of this Contract. The Authorized City Representative may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as the Authorized City Representative and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of a Contract Amendment approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the Authorized City Representative. Any and all additional work and services performed under this Contract shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by the Authorized City Representative prior to the commencement of such Work or services.

c. The total amount of compensation under this Contract, including contingencies, shall not exceed TWO HUNDRED NINETY-NINE THOUSAND THREE HUNDRED SIXTY-SIX DOLLARS and 38/100 (\$299,366.38).

ARTICLE 4
Licenses

Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the Work contemplated by this Contract and that Contractor and subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Contract.

ARTICLE 5
Guarantees

a. Contractor guarantees the construction and installation of all Work included in the Plans and Specifications for which Contractor has been awarded this Contract.

b. Should any of the materials or equipment installed pursuant to this Contract prove defective or should the Work as a whole prove defective, due to faulty equipment, workmanship, materials furnished or methods of installations, or should said Work or any part thereof fail to function properly, as designed, due to any of the above causes within twelve (12) months after the date on which said Work is accepted by City, Contractor shall make repairs and furnish such materials and equipment as are necessary to be furnished and installed within fifteen (15) calendar days after the receipt of a demand from City.

c. Said Work will be deemed defective within the meaning of this guarantee in the event that it fails to function as originally intended either by the Plans and Specifications of this Contract or by the manufacturer(s) of the equipment incorporated into the Work.

d. In the event repairs are not made within fifteen (15) calendar days after Contractor's receipt of a demand from City, City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. Contractor shall reimburse City, upon demand, for all expenses incurred in restoring said Work to the condition contemplated in this Contract, including the cost of any equipment or materials replaced.

e. It is understood that emergency repairs may, by necessity, be made by City. Therefore, when defective equipment, materials or workmanship result in emergency repairs by City, Contractor shall reimburse City, upon demand, for all expenses incurred. Emergency repairs will be deemed as those repairs determined by City's Director of Public Works to be necessary due to an immediate detriment to the health, safety, welfare or convenience of the residents of City.

ARTICLE 6
Water Quality

a. The Santa Ana Regional Water Quality Control Board ("RWQCB") has issued National Pollutant Discharge Elimination System ("NPDES") Permit No. R8-2009-0030 (the "Permit"), which governs storm water and non-storm water discharges resulting from municipal

activities performed by City or its contractors. In order to comply with the Permit requirements, the County of Orange has prepared a Drainage Area Management Plan (“DAMP”), containing Model Maintenance Procedures with Best Management Practices (“BMPs”) that City and its contractors must adhere to. The Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Examples include: wash water from cleaning of sidewalks or parking lots must be collected and disposed of in the sewer or landscaped areas.

b. The Permit, the DAMP and the Model Maintenance Procedures are on file in the office of City’s Director of Public Works. Contractor hereby acknowledges that it has read, reviewed and understands the Permit, the DAMP and the Model Maintenance Procedures, as they relate to the Work and hereby shall perform the Work in conformance therewith.

ARTICLE 7

Independent Contractor; Contractor not Agent

a. At all times during the term of this Contract, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor’s services rendered pursuant to this Contract. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Contract. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

b. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

ARTICLE 8

Public Work; Prevailing Wage

a. The Work which is the subject of this Contract is a “public work,” as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid. To the extent Contractor’s employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that Contractor, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The

general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

b. Attached hereto as Attachment No. 1 and incorporated herein by this reference is a copy of the provisions of Sections 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code. Contractor hereby acknowledges that it has read, reviewed and understands those provisions of the Labor Code and shall prosecute and complete the Work under this Contract in strict compliance with all of those terms and provisions.

c. Contractor shall secure the payment of compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code. Accordingly, and as required by Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

“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.”

d. Contractor shall indemnify, protect, defend and hold harmless City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense, and/or “increased costs” (including reasonable attorney’s fees, court and litigation costs, and fees of expert witnesses) which result or arise in any way from the noncompliance by Contractor of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages). It is agreed by the parties that, in connection with the construction of the Work which is the subject of this Contract, Contractor shall bear all risks of payment or non-payment of state prevailing wages. “Increased costs” as used in this paragraph shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Contract.

ARTICLE 9

Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions 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 shall post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and 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, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any Work covered by this Contract, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

ARTICLE 10 Conflicts of Interest

Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

ARTICLE 11 Indemnity

Contractor shall defend, indemnify and hold harmless City and its officers, officials, agents, and employees from and against:

a. Any and all claims, liabilities, losses, damages, penalties, costs or expenses (including reasonable attorneys' fees and court costs) which City may directly or indirectly sustain or suffer arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or the property of any person which shall occur on or adjacent to the real property which is the subject of this Contract, or in connection with performance of this Contract which may be directly or indirectly caused by the acts or omissions of Contractor or its officers, employees, contractors or agents, or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance. Contractor shall not be responsible for (and such indemnity shall not apply to) any willful misconduct, negligence or breach of this Contract by City or its officers, officials, agents, and employees. The foregoing indemnity shall survive termination of this Contract.

b. Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's Work under this Contract, including any and all claims under any law pertaining to Contractor's status as an independent contractor.

ARTICLE 12
Insurance

a. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder and the results of that Work by Contractor, its agents, representatives, employees or subcontractors. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Contract.

b. Contractor shall maintain the following minimum amount of insurance: the greater of either the limits set forth in (1) through (4), below; or all of the insurance coverage and/or limits carried by or available to Contractor.

- | | | |
|---------------------------|-------------|--|
| (1) General Liability | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation | | as required by the State of California. |
| (4) Employer's Liability | \$1,000,000 | per accident for bodily injury or disease. |

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor under this Contract.

d. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, officials, agents and employees; or Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

e. Each policy of general liability and automotive liability insurance shall contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor (any auto), and with respect to liability arising out of Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such Work or operations. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 12.b, above, shall apply to City as an additional insured.

(2) For any claims related to this Contract, Contractor's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents and employees shall be excess of Contractor's insurance and shall not contribute with it.

(3) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been provided to City.

f. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Article 12. The endorsements shall be on forms acceptable to City. All certificates and endorsements are to be received and approved by City before the Work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

g. All insurance procured and maintained by Contractor shall be issued by insurers admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

h. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Contract unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom by way of set-off from any sums owed Contractor.

i. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all Work performed by Contractor, its employees, agents and subcontractors. Contractor shall obtain any other endorsement that may be necessary to effect this waiver of subrogation.

j. Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

ARTICLE 13
Termination

City, acting through its City Manager or his/her designee, reserves the right to terminate this Contract for any reason by giving five (5) days' written notice of intent to terminate to Contractor. Upon receipt of notice, Contractor shall immediately cease work, unless the notice provides otherwise. Should City terminate this Contract, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Contract, unless such termination shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

ARTICLE 14
Maintenance and Inspection of Records

In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Contract. During the term of this Contract and for a period of three (3) years after termination or completion of this Contract, City shall have the right to inspect and/or audit Contractor's records pertaining to the performance of this Contract at Contractor's office. Contractor shall make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

ARTICLE 15
Compliance with Laws

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by Contractor or any subcontractor hereunder.

b. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Contract comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Contract who is ineligible to work in the United States or under the terms of this Contract; and

(3) Has properly maintained, and shall at all times during the term of this Contract properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Contract respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

c. Contractor shall require all subcontractors and/or subconsultants to make the same representations and warranties required by this Article 15 when hired to perform services under this Contract.

d. Contractor shall, upon request of City, provide a list of all employees working under this Contract and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Contract without written notice to City, accompanied by the verification required herein for such employees. Contractor shall require all subcontractors and/or sub-consultants to make the same verification when hired to perform services under this Contract.

e. If Contractor, or a subcontractor or subconsultant, knowingly employs an employee providing Work under this Contract who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, such shall constitute a material breach of this Contract and may be cause for immediate termination of this Contract by City.

f. Contractor shall indemnify and hold City, its officials and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

ARTICLE 16

Governing Law and Venue

This Contract shall be construed in accordance with and governed by the laws of the State of California and Contractor shall submit to the jurisdiction of California courts. Venue for any dispute arising under this Contract shall be in Orange County, California.

ARTICLE 17

Integration and Amendment

a. This Contract constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the Work to be performed under this Contract shall be of any force or effect unless it is in writing and signed by both parties. Any Work performed which is inconsistent with or in violation of the provisions of this Contract shall not be compensated.

b. Amendments to this Contract must be in writing and signed by both parties. The City Manager is authorized to execute amendments to this Contract up to the amounts specified in Chapter 3.08 of the Orange Municipal Code.

ARTICLE 18

Notice

Except as otherwise provided herein, all notices required under this Contract shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party

at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Elecnor Belco Electric, Inc.
14320 Albers Way
Chino, CA 91710
Attn: John Wong

Telephone: 909-993-5470
E-Mail: jwong@elecnor.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn: Randy Nguyen

Telephone: 714-744-5531
E-Mail: rnguyen@cityoforange.org

**ARTICLE 19
Claim Resolution**

City and Contractor agree that the claim resolution process applicable to any claim by Contractor in connection with the Work provided herein shall be subject to the procedures set forth in California Public Contract Code Section 9204, attached hereto as Attachment No. 2, and incorporated herein by this reference.

**ARTICLE 20
Counterparts**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Mark A. Murphy
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

ATTEST:

Mary E. Binning
Senior Assistant City Attorney

Pamela Coleman, City Clerk

“CONTRACTOR”

ELECNOR BELCO ELECTRIC, INC.,
a California corporation

[Note: Signature of Chairman of the Board, President or Vice President is required]

By: _____
Printed Name: _____
Title: _____

[Note: Signature of Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer is also required]

By: _____
Printed Name: _____
Title: _____

ATTACHMENT NO. 1

CALIFORNIA LABOR CODE SECTIONS 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815

Section 1725.5. Registration of contractors; mandatory registration; qualifications and application; fees; exempt contractors

A contractor shall be registered pursuant to this section to 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 public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1)(A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

- (i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
- (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:
- (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
- (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
- (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.
- (f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Section 1771.1. Registration as a contractor or subcontractor required prior to bid submission; exceptions; violations; penalties

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

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100)

for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771.4. Additional requirements when bidding and awarding public works contracts

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

Section 1775. Penalties for violations

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor

or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Section 1776. Payroll records; retention; inspection; redacted information; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules

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

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Section 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; compliance program

(a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, “apprenticeship program” means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written

apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
- (2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator

of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

Section 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty- five dollars (\$25) for each worker employed in the execution of

the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Section 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

ATTACHMENT NO. 2

CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

Section 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process (Eff: January 1, 2017)

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

ATTACHMENT NO. 3

COMPLIANCE DOCUMENTS

[Behind this sheet]

Local Assistance Procedures Manual (LAPM) Forms:

- Exhibit 12-G
- Exhibit 12-B
- Exhibit 15-G
- Exhibit 15-H
- Exhibit 16-B
- Exhibit 16-O
- Exhibit 16-Z1
- Exhibit 17-O
- Appendix E Title VI Assurances

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

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

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

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

It is the prime contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

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

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

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

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

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

a. Nondiscrimination Statement

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

b. Contract Assurance

Under 49 CFR 26.13(b):

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

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

c. Prompt Progress Payment

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

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

d. Prompt Payment of Withheld Funds to Subcontractors

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

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

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

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

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

e. Termination and Substitution of DBE Subcontractors

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

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

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

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

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

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

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

f. Commitment and Utilization

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

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

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

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

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

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

The Agency shall request the prime contractor to:

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

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

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

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

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

g. DBE RUNNING TALLY OF ATTAINMENTS

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

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

5. CONTRACTOR LICENSE

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

6. CHANGED CONDITIONS

a. Differing Site Conditions

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

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in

- writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
 4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

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

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

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

This work shall be diligently prosecuted to completion before the expiration of 45 ~~WORKING~~ ^{calendar} DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County of Orange _____ the sum of \$ 500 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

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

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 12 pages must be physically inserted into the contract without modification.]

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**REQUIRED CONTRACT
PROVISIONS FEDERAL-AID
CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

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

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

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

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

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

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

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

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
 - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
 - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
 - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
 - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
 - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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 information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	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
176	CA Santa Cruz	
	7500 Santa Rosa	9.1
	CA Sonoma	
	8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano	
177	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties	14.3
178	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus	
	8120 Stockton, CA	24.3
179	CA San Joaquin	
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	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	
181	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	
	San Diego, CA: SMSA Counties	16.9
	7320 San Diego, CA	
CA San Diego	18.2	
	Non-SMSA Counties	
	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

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 California Department of Transportation or FHWA to be pertinent to ascertain compliance with such

Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 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 California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions
(to be used when applicable)

15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of N/A :

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 N/A approval for this submitted information before the prime contractor starts work. The City/County of N/A 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 N/A and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of N/A reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training

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 shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register [here](#). 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). **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.

Distribution: 1) Original: Local Agency File; 2) 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 subcontractor 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: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ___ yrs.

Distribution: 1) Original: Local Agency File
2) Copy: DLAE w/ Award Package

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: City of Orange 2. Contract DBE Goal: 12%
 3. Project Description: Glassell St and Collins Ave Left Turn Signal Improvements
 4. Project Location: Intersection of Glassell St and Collins Ave
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		15. TOTAL CLAIMED DBE PARTICIPATION	%
21. Local Agency Contract Number: _____			
22. Federal-Aid Project Number: _____		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.	
23. Bid Opening Date: _____			
24. Contract Award Date: _____			
25. Award Amount: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		_____ 16. Preparer's Signature 17. Date	
_____	_____	_____ 18. Preparer's Name 19. Phone	
_____	_____	_____ 20. Preparer's Title	

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

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

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

LOCAL AGENCY SECTION

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

30. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s): HSIPL-5073(084)___ Bid Opening Date: __ _____ CON

The City of Orange established a Disadvantaged Business Enterprise (DBE) goal of 12% 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
				%
				%
				%
				%

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:

EXHIBIT 16-B SUBCONTRACTING REQUEST

CONTRACTOR NAME			COUNTY	ROUTE			
BUSINESS ADDRESS			CONTRACT NUMBER				
CITY AND STATE		ZIP CODE	FEDERAL-AID PROJECT NUMBER				
A. SUBCONTRACTOR (Name, Business Address, Phone)	B. BID ITEM NUMBER (S)	C. PERCENTAGE OF BID ITEM SUBCONTRACTED	D. SUB LISTED AT BID TIME		E. CERTIFIED DBE	F. DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	G. DOLLAR AMOUNT BASED ON THE BID AMOUNT
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

I certify that:

- The Standard Provisions for labor set forth in the contract apply to the subcontracted work.
- If applicable, Form FHWA- 1273 of the Special Provisions has been inserted in the subcontracts and should be incorporated in any lower-tier subcontract. Written contracts have been executed for the above noted subcontracted work.

Contractor's Signature	Date
------------------------	------

This section is to be completed by the resident engineer.

- | | | |
|---|----------|----------|
| 1. Total of bid items | | \$ _____ |
| 2. Contractor must perform with own forces (line 1 X contract req. %) _____ | \$ _____ | |
| 3. Bid items previously subcontracted (taken from previously approved 16-B) | \$ _____ | |
| 4. Bid items subcontracted (this request) | \$ _____ | |
| 5. Total bid items subcontracted (line 3 plus 4) | | \$ _____ |
| 6. Balance of work contractor to perform (line 1 minus 5) | \$ _____ | |

Approved	
RESIDENT ENGINEER'S SIGNATURE	DATE

Copy Distribution : Original-Contractor Copy- Resident Engineer Copy- OCR- smallbusinessadvocate@dot.ca.gov or fax to (916) 324-1949

INSTRUCTIONS FOR COMPLETING SUBCONTRACTING REQUEST FORM**All first-tier subcontractors must be included on a subcontractor request.**

Before subcontracting work starts, the contractor will submit an original CEM-1201 for approval according to the Standard Specifications. After approval, the RE returns the original to the contractor and complete the remaining distribution as listed on the bottom of the form.

D. If subcontractor was listed at bid time per the Fair Practices Act, check yes, otherwise check no.

E. If subcontractor is a certified DBE contractor, check yes, otherwise check no.

F and G. When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

G. When an entire item is subcontracted, show the full bid item value.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF SUBCONTRACTORS AND UDBE, DVBE OR SMALL BUSINESS ENTITIES.

EXHIBIT 16-O FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTORS ANNUAL EEO REPORT

1. MARK APPROPRIATE BLOCK <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	2. COMPANY NAME, CITY, STATE:	3. PROJECT NUMBER:	4. DOLLAR AMOUNT OF CONTRACT:	5. PROJECT LOCATION: (County and State)
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This collection of information is required by law and regulation 23 U.S.C. 140a and 23 CFR Part 230. The OMB control number for this collection is 2125-0019 expiring in March, 2016.

6. WORKFORCE ON FEDERAL-AID AND CONSTRUCTION SITE(S) DURING LAST FULL PAY PERIOD ENDING IN JULY 20__ (INSERT YEAR)

JOB CATEGORIES	TABLE A																TABLE B					
	TOTAL EMPLOYED		TOTAL RACIAL/ ETHNIC MINORITY		BLACK or AFRICAN AMERICAN		HISPANIC OR LATINO		AMERICAN INDIAN OR ALASKA NATIVE		ASIAN		NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		TWO OR MORE RACES		WHITE		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS	0	0	0	0																		
SUPERVISORS	0	0	0	0																		
FOREMEN/WOMEN	0	0	0	0																		
CLERICAL	0	0	0	0																		
EQUIPMENT OPERATORS	0	0	0	0																		
MECHANICS	0	0	0	0																		
TRUCK DRIVERS	0	0	0	0																		
IRONWORKERS	0	0	0	0																		
CARPENTERS	0	0	0	0																		
CEMENT MASONS	0	0	0	0																		
ELECTRICIANS	0	0	0	0																		
PIPEFITTER/PLUMBERS	0	0	0	0																		
PAINTERS	0	0	0	0																		
LABORERS-SEMI SKILLED	0	0	0	0																		
LABORERS-UNSKILLED	0	0	0	0																		
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

TABLE C (Table B data by racial status)

APPRENTICES	0	0	0	0																		
OJT TRAINEES	0	0	0	0																		

8. PREPARED BY: (Signature and Title of Contractors Representative)	9. DATE	10. REVIEWED BY: (Signature and Title of State Highway Official)	11. DATE
---	----------------	---	-----------------

State of California-Department of Transportation

Exhibit 16-Z1 Monthly DBE Trucking Verification

Contract No.			Month			Year	
Truck Owner	DBE Cert No.	Company Name and Address	Truck No.	California Highway Patrol CA. No.	Commission of Amount Of Amount Paid*	Date Paid	Lease Arrangement (if applicable)
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE with DBE <input type="checkbox"/>
Total Amount Paid					\$		

Prime Contractor	Business Address	Business Phone No.
------------------	------------------	--------------------

*Upon Request all Lease Agreements Shall be made available, in accordance with the special Provisions

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

Contractor Representative Signature	Title	Date
-------------------------------------	-------	------

MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of non DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to non DBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

**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.

Appendix E of the Title VI Assurances

(US DOT Order 1050.2A)

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 nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination 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 CFR 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. § 4 71, Section 4 7123), 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, subrecipients 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 at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination 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).

ATTACHMENT NO. 4
LABOR RELATION FORMS

[Behind this sheet]

The following list of forms shall be completed and submitted by the contractor during the performance of the contract

LR-1 – 2: Weekly certified payroll statements & Weekly statement of compliance. (WH-347)

LR-3 – 4: Weekly certified Owner Operator listing & Weekly Owner Operator statement of compliance. (CEM-2505)

LR-5: Fringe Benefit statement (submit with First WH-347). (CEM-2501)

LR-6 – 7: Monthly Employment Utilization Report (CC-257) and Instructions for Form CC-257.

LR-8: Contractor's List of Federal and Non-Federal Work in Bid Condition area. (Submit with First CC257)

LR-9 – 10: Final Minority Business Enterprises Utilization Report (HC-43/CEM-2402F) and Instructions

The following forms shall be posted by the contractor in conspicuous places on the work site where they can be easily read and accessed by workers at any point during the workday. For a project with multiple locations, a portable poster board is acceptable to meet this requirement.

LR-11: Notice of Equal Employment Opportunity

LR-12 – 13: Notice of Labor Compliance Program - English & Spanish

LR-14: Payday Notice: State of California

LR-15 – 20: Department of Fair Employment and Housing: California Law Prohibits Workplace Discrimination and Harassment-English & Spanish

LR-21 – 25: Equal Employment Opportunity is the Law - English & Spanish

LR-26 – 27: "EEO is the Law" Poster Supplement – English & Spanish

LR-28: Employee Rights under the Davis-Bacon Act

LR-29: USDOT Notice of Federal Aid Project

LR-30 – 31: OSHA Job Safety and Health- English & Spanish

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>				ADDRESS				OMB No.: 1235-0008 Expires: 04/30/2021											
PAYROLL NO.		FOR WEEK ENDING			PROJECT AND LOCATION				PROJECT OR CONTRACT NO.										
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX		OTHER	TOTAL DEDUCTIONS	
			O										/						
			S																
			O										/						
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			S																

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

OWNER-OPERATOR LISTING

CEM-2505 (REV 05/2001)

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

NAME OF CONTRACTOR EMPLOYING OWNER OPERATOR(S)	ADDRESS
--	---------

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	CONTRACT NO.													
NAME, ADDRESS, SOCIAL SECURITY NO. AND CONTRACTORS LICENSE NO. OF OWNER-OPERATOR (IF ANY)	WORK CLASSIFICATION	DESCRIPTION OF EQUIPMENT	TRUCK CAL T NO. AND/OR EQUIP. LICENSE NO.	ST OR OT	DAY AND DATE							TOTAL WEEKLY HOURS	HOURLY RATE OF PAY	GROSS PAYMENT EARNED	CHECK NO.	
				S												
				O												
				S												
				O												
				S												
				O												
				S												
				O												
				S												
				O												
				S												
				O												

NOTE: CERTIFICATION WILL BE ACCEPTED ONLY FROM THE CONTRACTOR EMPLOYING THE OWNER OPERATOR: IT WILL NOT BE ACCEPTED FROM THE OWNER OPERATOR HIM / HERSELF.

OWNER-OPERATOR LISTING STATEMENT OF COMPLIANCE

CEM-2505 (REV 05/2001)

Date _____

_____ do hereby state:
(Name of signatory party) (Title)

(1) That I pay or supervise the payment of the persons reported on this form as Owner-operators by _____
(Contractor or subcontractor)

on the _____, that during the payroll period commencing on the _____ day of _____
(Building or work)

_____ and ending the _____ day of _____, _____, all persons working on said project have been paid the full weekly sums earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full weekly sums earned by any person and that no deductions have
(Contractor or subcontractor)

have been made either directly or indirectly from the full sums earned by any person, other than permissible deductions, as described here: _____

(2) That any payrolls or listings or otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll or listings payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each Laborer or mechanic listed in the above referenced payroll or listings has been paid as indicated on the payroll or listings an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below:

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

Remarks: _____

NAME AND TITLE _____ SIGNATURE _____

On federally-funded projects, permissible deductions are defined in regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c).

Also, the willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

FRINGE BENEFIT STATEMENT

CEM-2501 (REV 05/2019)

CONTRACTOR OR SUBCONTRACTOR (Please Print)		CONTRACT NUMBER	DATE
DEPARTMENT OF INDUSTRIAL REGISTRATION NUMBER	CONTRACTORS STATE LICENSE BOARD NUMBER		FEDERAL-AID PROJECT NUMBER
TO: RESIDENT ENGINEER OR DISTRICT LABOR COMPLIANCE OFFICER		BUSINESS ADDRESS	

Labor Compliance uses the following fringe benefits information (shown or referenced on wage rate determinations) paid to or on behalf of employees in various crafts or classifications to check payroll or apply to force account work on the above contract.

COMPLETE AND SUBMIT THIS FORM WITH THE FIRST CERTIFIED PAYROLL OR WHEN THERE HAVE BEEN CHANGES.

Classification	Fringe Benefit Hourly Amount	Name and Address of Plan, Fund, or Program
Effective Date	Vacation \$ _____	
	Health and Welfare \$ _____	
Subsistence and/or Travel Pay	Pension \$ _____	
	Apprentice or Training Fees \$ _____	
\$ _____	Other \$ _____	
Classification	Fringe Benefit Hourly Amount	Name and Address of Plan, Fund, or Program
Effective Date	Vacation \$ _____	
	Health and Welfare \$ _____	
Subsistence and/or Travel Pay	Pension \$ _____	
	Apprentice or Training Fees \$ _____	
\$ _____	Other \$ _____	
Classification	Fringe Benefit Hourly Amount	Name and Address of Plan, Fund, or Program
Effective Date	Vacation \$ _____	
	Health and Welfare \$ _____	
Subsistence and/or Travel Pay	Pension \$ _____	
	Apprentice or Training Fees \$ _____	
\$ _____	Other \$ _____	

I certify under penalty of perjury that fringe benefits are paid to the approved Plans, Funds, or Programs listed above.

NAME AND TITLE (Please Print)

SIGNATURE

BUSINESS TELEPHONE NUMBER

If you have questions about this form, please refer to the District/Region map at <http://www.dot.ca.gov/hq/construc/LaborCompliance/> for contact information in the district where the project is located.

9. **U. S. DEPARTMENT OF LABOR**
Employment Standards Administration, OFCCP

MONTHLY EMPLOYMENT UTILIZATION REPORT

1. Covered area (SMSA or EA) 3. Current Goals 4. Reporting Period

2. Employers ID Number

Minority: _____ From: _____
 Female: _____ To: _____

This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Federally assisted Government construction contracts.

Name and address of the Contractor

Federal Funding Agency

5 CONSTRUCTION TRADE	Classification	6. WORK HOURS OF EMPLOYMENT (Federal & Non-Federal)																	
		6a. TOTAL ALL EMPLOYEES BY TRADE		6b. B L A C K (not of Hispanic origin)				6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR Alaskan Native		7 Minority Percentage	8 Female Percentage	9 TOTAL Number of Employees	10 Total No. of Minority Employees		
		M	F	M	F	M	F	M	F	M	F	M	F			M	F	M	F
	Journey worker																		
	Apprentice																		
	Trainee																		
	SUB-TOTAL																		
	Journey worker																		
	Apprentice																		
	Trainee																		
	SUB-TOTAL																		
	Journey worker																		
	Apprentice																		
	Trainee																		
	SUB-TOTAL																		
	Journey worker																		
	Apprentice																		
	Trainee																		
	SUB-TOTAL																		
TOTAL JOURNEY WORKERS																			
TOTAL APPRENTICES																			
TOTAL TRAINEES																			
GRAND TOTAL																			

11. Company official's signature and Title

12. Telephone Number (Including Area Code)

13. Date signed:

PAGE _____ OF _____

INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT (Form CC-257)

The monthly Utilization Report is to be completed by each subject contractor (both prime and sub) and signed by a responsible official of the company. The reports are to be filed by the 5th day of each month during the term of the contract, and they shall include the total work-hours for each employee classification in each trade in the covered area for the monthly reporting period. The prime contract shall submit a report for its aggregate work force and collect and submit reports for each subcontractor's aggregate work force to the Federal Compliance Agency that has Executive Order 11246 responsibility. (Additional copies of this form may be obtained from the U. S. Department of Labor, Employment Standards Administration, OFCCP's regional office for your area).

- Compliance Agency U. S. Government Agency assigned responsibility for equal employment opportunity. (Secure this information from the contracting officer).
- Federal Funding Agency U. S. Government Agency funding project (in whole or in part). If more than one agency, list all.
- Contractor Any contractor who has a construction contract with the U. S. Government or a contract funded in whole or in part with Federal Funds.
- Minority Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders - both men and women.
1. Covered Area Geographic area identified in Notice required under 41 CFR 60-4.2.
2. Employer's Identification Number Federal Social Security Number used on Employer's quarterly Federal Tax Return (U. S. Treasury Department Form 941).
3. Current Goals (Minority and Female) See Contract Notification.
4. Reporting Period Monthly, or as directed by the compliance agency, beginning with the effective date of contract.
5. Construction Trade Only those construction crafts which contractor employs in the covered area.
6. Work-Hours of Employment (a-e) a. The total number of male hours and the total number of female hours worked by employee in each classification.
b.-e. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.
- Classification The level of accomplishment or status of the worker in the trade (Journey Worker, Apprentice, Trainee).
7. Minority Percentage The percentage of total minority work-hours of all work-hours (the sum of columns 6b, 6c, 6d, and 6e divided by column 6a; just one figure for each construction trade).
8. Female percentage For each trade the number reported in 6a. (F) divided by the sum of the numbers reported in 6a (M and F).
9. Total number of employees Total number of male and total number of female employees working in each classification of each trade in the contractor's aggregate work force during reporting period.
10. Total number of minority employees Total number of male minority employees and total number of female minority employees working in each classification in each trade in the contractor's aggregate work force during reporting period

INSTRUCTIONS: Attach to the first CC257 submitted.
Submit updated notice only if the work is completed or
new contract has been received.

CONTRACTOR'S LIST OF FEDERAL AND NON-FEDERAL WORK IN THE BID CONDITION AREA

Bid Condition Area: City of Orange.

Name of Contractor: _____

Date: _____

Address: _____

I. FEDERALLY ASSISTED CONTRACTS

Name of Federal Agency funding the project.	Project Name and Location.	Contract/ Project No.	Dollar Amount	Starting Date of construction	Percent complete	Projected date of completion.
1.	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____	_____

II. NON-FEDERAL CONTRACTS

Name of Agency contracting the project.	Project Name and Location.	Contract/ Project No.	Dollar Amount	Starting Date of construction	Percent complete	Projected date of completion.
1.	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____	_____

Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency			4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address				7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment	
				Non-DBE	DBE			
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL				

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

Bid No. 20-21.30; Glassell Street and Collins Avenue Left Turn Signal Improvements; SP-4005; HSIPL-5073(084)

To: _____
Name of Labor Union, Worker's Representative, etc.

Address

The undersigned currently holds a contract with the City of Orange involving federally assisted construction funds for Arterial Highway Rehabilitation Program (AHRP) or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Executive Order 11246, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. This obligation not to discriminate in employment includes, but is not limited to the following:

- HIRING, PLACEMENT, UPGRADING, TRANSFER, OR DEMOTION;**
- RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT;**
- TREATMENT DURING EMPLOYMENT;**
- RATES OF PAY OR OTHER FORMS OF COMPENSATION;**
- SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP;**
- AND LAYOFF OR TERMINATION.**

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Name of Contractor

Address

Signature and Title

Date



NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL

This notice is given in accordance with California Code of Regulations, Title 8, Chapter 8, Subchapter 4. Awarding Body Compliance Programs (Section 16429).

In December 1990, the **California Department of Transportation** (Caltrans) received final approval from the California Department of Industrial Relations (D I R) to administer its own Labor Compliance Program (LCP) on public works contracts. Caltrans has authorization through D I R to monitor and enforce payment of State prevailing wages.

Any work defined as "Public Works" according to California Labor Code 1720 and 1771 is subject to the payment of prevailing wages. A limited exemption from prevailing wages pursuant to Labor Code Section 1771.5(a) applies to contracts under the jurisdiction of the Caltrans LCP.

Employees who are working on public works projects are entitled to the payment of prevailing wages. As an approved LCP, Caltrans may review, and audit certified payrolls submitted by public works contractors to ensure employees are receiving correct wages.

Caltrans' LCP will respond to inquiries or complaints from workers who believe they are not receiving the appropriate prevailing wage rate. Workers may contact the Caltrans District/Region Labor Compliance office at the address and phone number listed below:

Caltrans North Region
Districts 1, 2, & 3
Labor Compliance
PO Box 911
Marysville, CA 95901
(530) 741-4372

Caltrans Central Region
Districts 5, 6, 9, & 10
Labor Compliance
PO Box 12616
Fresno, CA 93778
(559) 243-3888
Toll Free: (888) 551-3431

Caltrans District 4
Labor Compliance
PO Box 23660
Oakland, CA
94623
(510) 286-5199

Caltrans District 7
Labor Compliance
100 South Main Street
Los Angeles, CA 90012
(213) 897-0878

Caltrans District 8
Labor Compliance
13970 Victoria Street
Fontana, CA 92336
(909) 829-3338

Caltrans District 11
Labor Compliance
4050 Taylor Street
San Diego, CA 92110
(619) 688-6952

Caltrans District 12
Labor Compliance
1750 East Fourth Street
Santa Ana, CA 92705
(657) 328-6033

Caltrans Headquarters
Labor Compliance
Maint. Service Agreements
1120 N Street
Sacramento, CA 95814



NOTIFICACIÓN SOBRE LA APROBACIÓN DEL PROGRAMA PARA EL CUMPLIMIENTO DE LA LEY LABORAL

Esta notificación se presenta de acuerdo con el título 8, capítulo 8, subtítulo 4 del código de regulaciones de California (*Code of Regulations*). *Awarding Body Compliance Programs* (sección 16429).

En el mes de diciembre de 1990, el departamento de transporte del estado de California (**California Department of Transportation o Caltrans**) recibió la aprobación final del departamento de relaciones industriales (*Department of Industrial Relations* o D I R) para llevar la gestión de su propio programa de cumplimiento de la ley laboral (*Labor Compliance Program* o LCP) en los contratos de trabajos públicos. Por medio de D I R, Caltrans tiene autorización para controlar y hacer cumplir lo establecido en cuanto al pago de los salarios vigentes del Estado.

Cualquier trabajo definido como "Trabajos públicos" de acuerdo a los códigos 1720 y 1771 de la ley laboral de California está sujeto al pago de los salarios vigentes. Se aplica una exoneración limitada de los salarios vigentes de acuerdo a la sección 1771.5(a) del código laboral a aquellos contratos bajo la jurisdicción del LCP de Caltrans.

Los empleados que estén trabajando en proyectos de trabajos públicos tienen derecho al pago de salarios vigentes. Como LCP ha aprobado, Caltrans puede revisar y auditar las nóminas de pago presentadas por los contratistas que realizan trabajos públicos para asegurarse que los empleados están recibiendo los salarios correctos.

Caltrans LCP responderá a toda pregunta o queja de los trabajadores que crean no recibir el salario vigente apropiado. Los trabajadores pueden ponerse en contacto con la oficina regional y del distrito de Caltrans referente al cumplimiento de la ley laboral en las siguientes direcciones o a través de los siguientes números telefónicos:

Caltrans North Region
Districts 1, 2, & 3
Labor Compliance
PO Box 911
Marysville, CA 95901
(530) 741-4372

Caltrans Central Region
Districts 5, 6, 9, & 10
Labor Compliance
PO Box 12616
Fresno, CA 93778
(559) 243-3888
Toll Free: (888) 551-3431

Caltrans District 4
Labor Compliance
PO Box 23660
Oakland, CA 94623
(510) 286-5199

Caltrans District 7
Labor Compliance
100 South Main Street
Los Angeles, CA 90012
(213) 897-0878

Caltrans District 8
Labor Compliance
13970 Victoria Street
Fontana, CA 92336
(909) 829-3338

Caltrans District 11
Labor Compliance
4050 Taylor Street
San Diego, CA 92110
(619) 688-6952

Caltrans District 12
Labor Compliance
1750 East 4th Street
Santa Ana, CA 92705
(657) 328-6033

Caltrans Headquarters
Labor Compliance
Maint. Service Contracts
1120 N Street
Sacramento, CA 95814

State of California
Department of Industrial Relations
Division of Labor Standards Enforcement

PAYDAY NOTICE

REGULAR PAYDAYS FOR EMPLOYEES OF _____
(FIRM NAME)

_____ SHALL BE AS FOLLOWS:

THIS IS IN ACCORDANCE WITH SECTIONS 204, 204A, 204B, 205, AND 205.5
OF THE CALIFORNIA LABOR CODE

BY _____

TITLE _____

DLSE 8 (REV. 06-02)

PLEASE POST



CALIFORNIA LAW PROHIBITS WORKPLACE DISCRIMINATION AND HARASSMENT

THE CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING (DFEH) ENFORCES LAWS THAT PROTECT YOU FROM ILLEGAL DISCRIMINATION AND HARASSMENT IN EMPLOYMENT BASED ON YOUR ACTUAL OR PERCEIVED:

- ANCESTRY
- AGE (40 and above)
- COLOR
- DISABILITY (physical and mental, including HIV and AIDS)
- GENETIC INFORMATION
- GENDER IDENTITY, GENDER EXPRESSION
- MARITAL STATUS
- MEDICAL CONDITION (genetic characteristics, cancer or a record or history of cancer)
- MILITARY OR VETERAN STATUS
- NATIONAL ORIGIN (includes language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law)
- RACE
- RELIGION (includes religious dress and grooming practices)
- SEX/GENDER (includes pregnancy, childbirth, breastfeeding and/or related medical conditions)
- SEXUAL ORIENTATION

THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT (GOVERNMENT CODE SECTIONS 12900 THROUGH 12996) AND ITS IMPLEMENTING REGULATIONS (CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTIONS 11000 THROUGH 11141):

- ① Prohibit harassment of employees, applicants, unpaid interns, volunteers, and independent contractors by any persons and require employers to take all reasonable

steps to prevent harassment. This includes a prohibition against sexual harassment, gender harassment, harassment based on pregnancy, childbirth, breastfeeding and/or related medical conditions, as well as harassment based on all other characteristics listed above.

- ② Require that all employers provide information to each of their employees on the nature, illegality, and legal remedies that apply to sexual harassment. Employers may either develop their own publications, which must meet standards set forth in California Government Code section 12950, or use a brochure from DFEH.

- ③ Require employers with 5 or more employees and all public entities to provide training for all employees regarding the prevention of sexual harassment, including harassment based on gender identity, gender expression, and sexual orientation.
- ④ Prohibit employers from limiting or prohibiting the use of any language in any workplace unless justified by business necessity. The employer must notify employees of the language restriction and consequences for violation. Also prohibits employers from discriminating against an applicant or employee because they possess a driver's license issued to a person who is unable to prove that their presence in the United States is authorized under federal law.
- ⑤ Require employers to reasonably accommodate an employee, unpaid intern, or job applicant's religious beliefs and practices, including the wearing or carrying of religious clothing, jewelry or artifacts, and hair styles, facial hair, or body hair, which are part of an individual's observance of their religious beliefs.
- ⑥ Require employers to reasonably accommodate employees or job applicants with disabilities to enable them to perform the essential functions of a job.
- ⑦ Permit job applicants, unpaid interns, volunteers, and employees to file complaints with DFEH against an employer, employment agency, or labor union that fails to grant equal employment as required by law.
- ⑧ Prohibit discrimination against any job applicant, unpaid intern, or employee in hiring, promotions, assignments, termination, or any term, condition, or privilege of employment.
- ⑨ Require employers, employment agencies, and unions to preserve applications, personnel records, and employment referral records for a minimum of two years.
- ⑩ Require employers to provide leaves of up to four months to employees disabled because of pregnancy, childbirth, or a related medical condition.
- ⑪ Require an employer to provide reasonable accommodations requested by an employee, on the advice of their health care provider, related to their pregnancy, childbirth, or a related medical condition.
- ⑫ Require employers of 20 or more persons to allow eligible employees to take up to 12 weeks leave in a 12-month period for the birth of a child or the placement of a child for adoption or foster care; also require employers of 50 or more persons to allow eligible employees to take up to 12 weeks leave in a 12-month period for an employee's own serious health condition or to care for a parent, spouse, or child with a serious health condition.
- ⑬ Require employment agencies to serve all applicants equally, refuse discriminatory job orders, and prohibit employers and employment agencies from making discriminatory pre-hiring inquiries or publishing help-wanted advertisements that express a discriminatory hiring preference.
- ⑭ Prohibit unions from discriminating in member admissions or dispatching members to jobs.
- ⑮ Prohibit retaliation against a person who opposes, reports, or assists another person to oppose unlawful discrimination.

FILING A COMPLAINT

The law provides for remedies for individuals who experience prohibited discrimination or harassment in the workplace. These remedies include hiring, front pay, back pay, promotion, reinstatement, cease-and-desist orders, expert witness fees, reasonable attorney's fees and costs, punitive damages, and emotional distress damages.

Job applicants, unpaid interns, and employees: If you believe you have experienced discrimination or harassment you may file a complaint with DFEH. Independent contractors

and volunteers: If you believe you have been harassed, you may file a complaint with DFEH.

Complaints must be filed within one year of the last act of discrimination/harassment or, for victims who are under the age of 18, not later than one year after the victim's eighteenth birthday.

If you have a disability that prevents you from submitting a written intake form on-line, by mail, or email, DFEH can assist you by scribing your intake by phone or, for individuals who are Deaf or Hard of Hearing or have speech disabilities, through the California Relay Service (711), or call us through your VRS at (800) 884-1684 (voice).

To schedule an appointment, contact the Communication Center at (800) 884-1684 (voice or via relay operator 711) or (800) 700-2320 (TTY) or by email at contact.center@dfeh.ca.gov.

DFEH is committed to providing access to our materials in an alternative format as a reasonable accommodation for people with disabilities when requested.

Contact DFEH at (800) 884-1684 (voice or via relay operator 711), TTY (800) 700-2320, or contact.center@dfeh.ca.gov to discuss your preferred format to access our materials or webpages.

FOR MORE INFORMATION

Department of Fair
Employment and Housing

Toll Free: (800) 884-1684
TTY: (800) 700-2320
Online: www.dfeh.ca.gov

Also find us on:



Government Code section 12950 and California Code of Regulations, title 2, section 11013, require all employers to post this document. It must be conspicuously posted in hiring offices, on employee bulletin boards, in employment agency waiting rooms, union halls, and other places employees gather. Any employer whose workforce at any facility or establishment consists of more than 10% of non-English speaking persons must also post this notice in the appropriate language or languages.



LA LEY DE CALIFORNIA PROHÍBE LA DISCRIMINACIÓN Y EL ACOSO EN EL EMPLEO

EL DEPARTAMENTO DE IGUALDAD EN EL EMPLEO Y LA VIVIENDA ("DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING," O "DFEH," POR SUS SIGLAS EN INGLÉS) ASEGURA EL CUMPLIMIENTO DE LAS LEYES QUE LO PROTEGEN DE LA DISCRIMINACIÓN Y EL ACOSO EN EL EMPLEO, DEBIDO A SU ACTUAL O PERCIBIDO/A:

- ASCENDENCIA NACIONAL
- EDAD (tener 40 años o más)
- DISCAPACIDAD (mental o física, incluyendo el VIH y el SIDA)
- LA INFORMACIÓN GENÉTICA
- GÉNERO, LA IDENTIDAD DE GÉNERO, O LA EXPRESIÓN DE GÉNERO
- ESTADO CIVIL
- CONDICIÓN MÉDICA (características genéticas, cáncer, o antecedentes de cáncer)
- ESTADO MILITAR O DE VETERANO
- ORIGEN NACIONAL (incluye el uso de cualquier idioma, o la posesión de una licencia de conducir proporcionada a las personas quienes no pueden demostrar que su presencia en los estados unidos está autorizada bajo las leyes federales)
- COLOR
- RAZA
- RELIGIÓN (incluye la vestimenta religiosa y las prácticas religiosas del aseo personal)
- SEXO (incluye el embarazo, el parto, la lactancia y/o condiciones médicas relacionadas)
- ORIENTACIÓN SEXUAL

LA LEY DE LA IGUALDAD EN EL EMPLEO Y LA VIVIENDA DE CALIFORNIA ("FAIR EMPLOYMENT AND HOUSING ACT") (CÓDIGO DE GOBIERNO DE CALIFORNIA, ARTÍCULOS 12900 AL 12996) Y SUS REGLAMENTOS DE APLICACIÓN (CÓDIGO DE REGLAMENTOS DE CALIFORNIA, TÍTULO 2, ARTÍCULOS 11000 AL 11141):

- ① Prohíbe el acoso de empleados, solicitantes de empleo, internos no remunerados, voluntarios, y contratistas independientes, por cualquier persona, y requiere que los empleadores adopten todas las medidas razonables para impedir el acoso. Esto incluye la prohibición del acoso sexual; el acoso debido al género del trabajador; y el acoso debido al embarazo, parto, lactancia y/o problemas médicos relacionados; así como el acoso basado en características mencionadas arriba.
- ② Requiere que todos los empleadores proporcionen la información correspondiente

a cada uno de sus trabajadores, acerca de la naturaleza y la ilegalidad del acoso sexual, así como los remedios legales aplicables en caso de acoso sexual. Los empleadores pueden crear sus propias publicaciones, las cuales deben cumplir con los requisitos indicados en el Artículo 12950 del Código de Gobierno de California, o pueden utilizar un folleto del DFEH.

- ③ Exige a los empleadores con 5 o más empleados y a todas las entidades públicas que proporcionen capacitación para todos los empleados sobre la prevención del acoso sexual, que incluye acoso en función de la identidad de género, expresión de género y orientación sexual.
- ④ Prohíbe que los empleadores limiten o prohíban el uso de cualquier idioma en el lugar de trabajo, a menos que las necesidades del negocio lo justifique. El empleador debe notificar a los empleados acerca de las restricciones del uso de cualquier idioma y de las consecuencias a las que se expondrán los infractores. También prohíbe que los empleadores discriminen contra un solicitante de trabajo o contra un empleado porque tienen una licencia de conducir proporcionada a personas quienes no pueden demostrar que su presencia en los Estados Unidos está autorizada bajo las leyes federales.
- ⑤ Requiere que los empleadores proporcionen acomodaciones razonables para las creencias y prácticas religiosas de un empleado, un interno no remunerado, un solicitante de empleo, incluyendo el uso o el porte de prendas religiosas, joyería o artefactos, y los estilos de pelo, el vello facial, o el vello corporal, que son parte de la observancia de las creencias religiosas de un individuo.
- ⑥ Requiere que los empleadores proporcionen acomodaciones razonables a los empleados o solicitantes de empleo quienes tienen discapacidades, para que puedan desempeñar las funciones esenciales de un trabajo.
- ⑦ Permite a los solicitantes de empleo, internos no remunerados, voluntarios, y empleados de interponer quejas ante el DFEH contra un empleador, agencia de empleos, o sindicato laboral en el caso que éstos no cumplan con otorgar la igualdad de oportunidades en el empleo como lo dispone la ley.
- ⑧ Prohíbe la discriminación contra cualquier solicitante de empleo, interno no remunerado, o empleado, en la contratación, promociones, asignaciones, despido, o en cualquier término, condición o privilegio de empleo.
- ⑨ Requiere que los empleadores, agencias de empleo, y sindicatos laborales mantengan por un mínimo de dos años las solicitudes de empleo recibidas, archivo de personal, y documentos de referencia.
- ⑩ Requiere que los empleadores proporcionen licencias por períodos de hasta cuatro meses a los empleados discapacitados por el embarazo, parto, o por una condición médica relacionada.
- ⑪ Requiere que un empleador proporcione acomodaciones razonables solicitadas por un empleado/a, en base a un consejo medico, relacionadas con su embarazo, parto, o una condición médica relacionada.
- ⑫ Requerir a empleadores de 20 o más personas que permitan a los empleados que reúnan los requisitos tomar hasta 12 semanas de licencia en un período de 12 meses por el nacimiento de un hijo o la colocación de un hijo en adopción o crianza temporal; requerir también a empleadores de 50 o más personas que permitan a los empleados que reúnan los requisitos tomar hasta 12 semanas de licencia en un período de 12 meses por una afección grave de salud del propio empleado o para cuidar a los padres, cónyuge o hijo con una afección grave de salud.
- ⑬ Requiere que las agencias de empleo proporcionen sus servicios en igualdad, que rechacen órdenes de trabajo que son discriminatorias, y prohíbe que los empleadores y las agencias de empleo hagan indagaciones discriminatorias antes de la contratación, o que publiquen anuncios que expresan una preferencia discriminatoria de contratación.
- ⑭ Requiere que los sindicatos laborales no cometan actos de discriminación durante el proceso de la selección de sus socios, o en el caso de enviar a trabajadores a sitios de trabajo.
- ⑮ Prohíbe las represalias contra una persona que se oponga, que reporte, o que ayude a otra persona en la oposición de la discriminación ilegal.

COMO PRESENTAR UNA QUEJA

La ley dispone que se proporcione remedios a individuos que han sido sujetos a discriminación o acoso en el trabajo. Estos remedios incluyen la contratación, pago de salario por adelantado, indemnización de salario atrasado, promoción, la reintegración a su puesto, órdenes legales al empleador de cesar y abstenerse, honorarios de expertos, costos legales razonables y honorarios razonables de abogados, daños punitivos y compensación por el sufrimiento emocional.

A los solicitantes de empleo, internos no remunerados, y trabajadores: Si usted cree que ha sido sujeto a la discriminación o el acoso, usted puede interponer una queja ante DFEH. Contratistas independientes y voluntarios: Si usted cree que ha sido acosado, puede interponer una queja ante DFEH.

Las quejas se deben interponer dentro de un año de la fecha en que se cometió el acto más reciente de discriminación o de acoso, o para las víctimas menores de 18 años, a más tardar un año después de que cumplan 18 años.

Si usted tiene una discapacidad que le impide enviar un formulario inicial por escrito en línea, correo postal o correo electrónico, DFEH puede asistirlo escribiendo su formulario inicial por teléfono o, para individuos que son sordos o hipoacúsicos o que tienen discapacidades del habla, a través del Servicio de Retransmisión de California (711), o llámenos por su VRS al (800) 884-1684 (voz).

Para programar una cita, comuníquese con el Centro de Comunicaciones al (800) 884-1684 (voz o vía operador de retransmisión 711) o al (800) 700-2320 (TTY) o por correo electrónico al [contact.center@dfeh.ca.gov](mailto:center@dfeh.ca.gov).

DFEH está comprometido a proporcionar acceso a nuestros materiales en un formato alternativo como adaptación razonable para individuos con discapacidades según sea solicitado.

Comuníquese con DFEH al (800) 884-1684 (voz o vía operador de retransmisión 711), TTY (800) 700-2320 o contact.center@dfeh.ca.gov para conversar sobre su formato de preferencia para acceder a nuestros materiales o páginas web.

PARA MÁS INFORMACIÓN

Departamento De Igualdad E El Empleo Y La Vivienda

Línea gratuita: (800) 884-1684

TTY: (800) 700-2320

En línea: www.dfeh.ca.gov

O encuéntrenos en:



El Artículo 12950 del Código de Gobierno y el Artículo 11013, Título 2, del Código de Reglamentos de California, requieren que todos los empleadores publiquen este documento. Deberá estar colocado en las oficinas de contratación, en los tableros de anuncios de los empleados, en las salas de espera de agencias de empleo, en las salas de sindicatos, y en otros lugares donde se reúnan los empleados. Cualquier empleador cuyos trabajadores en cualquier instalación o establecimiento consistan más del 10% de personas que no hablan inglés, debe también publicar este aviso en el idioma o idiomas apropiados.

Equal Employment Opportunity is

THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected: The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

*EEOC 9/02 and OFCCP 8/08 Versions Useable With 11/09 Supplement
EEOC-P/E-1 (Revised 11/09)*

La Igualdad de Oportunidades en el Empleo es

LA LEY

Empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales

Los solicitantes de empleo y los empleados de la mayoría de los empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales están protegidos conforme a la ley federal contra la discriminación por cualquiera de los siguientes motivos:

RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL

El Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, protege a los solicitantes de empleo y a los empleados contra la discriminación en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo, debido a la raza, color, religión, sexo (incluido el embarazo) u origen nacional. La discriminación religiosa incluye el no realizar los arreglos razonables para las prácticas religiosas de un empleado, cuando tales arreglos no impongan una dificultad indebida.

DISCAPACIDAD

El Título I y el Título V de la Ley de Estadounidenses con Discapacidades de 1990, y sus enmiendas, protegen a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida.

EDAD

La Ley Contra la Discriminación por Edad en el Empleo de 1967, y sus enmiendas, protege a los solicitantes de empleo y a los empleados que tengan 40 años de edad o más contra la discriminación por la edad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo.

SEXO (SALARIOS)

Adicionalmente a la prohibición de la discriminación por sexo estipulada en el Título VII de la Ley de Derechos Civiles, y sus enmiendas, la Ley de Igualdad Salarial de 1963, y sus enmiendas, prohíbe la discriminación por sexo en el pago de salarios a los hombres y mujeres que realicen un trabajo sustancialmente similar, en empleos que requieran iguales destrezas, esfuerzos y responsabilidades, bajo condiciones laborales similares, en el mismo establecimiento.

GENÉTICA

El Título II de la Ley contra la Discriminación por Información Genética de 2008 (GINA) protege a los solicitantes de empleo y a los empleados contra la discriminación con basada en información genética, en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. GINA también restringe la adquisición de la información genética por parte de los empleadores y limita estrictamente la divulgación de la información genética. La información genética incluye la información sobre las pruebas genéticas de los solicitantes de empleo, los empleados o sus familiares; la manifestación de enfermedades o desordenes en los familiares (historial médico familiar); y las solicitudes o recibo de servicios genéticos por los solicitantes de empleo, los empleados o sus familiares.

REPRESALIA

Todas estas leyes federales prohíben a las entidades cubiertas tomar represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de discriminación o se oponga a una práctica laboral ilegal.

QUÉ DEBE HACER SI CONSIDERA QUE HA OCURRIDO UNA DISCRIMINACIÓN

Hay límites estrictos de tiempo para presentar cargos de discriminación en el empleo. Para conservar la capacidad del EEOC de actuar en su nombre y para proteger su derecho de presentar una demanda privada, en caso de que en última instancia lo necesite, usted debe comunicarse con el EEOC de manera oportuna cuando sospeche de la discriminación:

La Comisión para la Igualdad de Oportunidades en el Empleo de los EE.UU. (EEOC), 1-800-669-4000 (número gratuito) o 1-800-669-6820 (número TTY gratuito para las personas con dificultades auditivas). La información de las oficinas de campo del EEOC está disponible en www.eeoc.gov o en la mayoría de los directorios telefónicos en la sección de Gobierno de los EE.UU. o Gobierno Federal. Puede encontrar información adicional sobre el EEOC, incluida la información sobre la presentación de cargos, en www.eeoc.gov.

Empleadores que tengan contratos o subcontratos federales

Los solicitantes de empleo y los empleados de compañías con un contrato o subcontrato gubernamental federal están protegidos conforme a las leyes federales contra la discriminación por los siguientes motivos:

RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL

La Orden Ejecutiva 11246, y sus enmiendas, prohíbe la discriminación en el trabajo por motivo de raza, color, religión, sexo u origen nacional, y exige la aplicación de acción afirmativa para garantizar la igualdad en las oportunidades en todos los aspectos del empleo.

INDIVIDUOS CON DISCAPACIDADES

La Sección 503 de la Ley de Rehabilitación de 1973, y sus enmiendas, protege a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida. La Sección 503 también exige que los contratistas federales tomen las acciones afirmativas para emplear y ascender en el empleo a individuos calificados con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS CON MEDALLAS DEL SERVICIO DE LAS FUERZAS ARMADAS Y VETERANOS DISCAPACITADOS, SEPARADOS RECIENTEMENTE Y DE OTRO ESTATUS PROTEGIDO

La Ley de Asistencia a la Readaptación de los Veteranos de Vietnam de 1974, y sus enmiendas, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige la acción afirmativa para emplear y ascender en el empleo a veteranos discapacitados, veteranos separados

del servicio recientemente (dentro de los tres años dados de baja del servicio activo), otros veteranos protegidos (quienes hayan prestado el servicio militar en una guerra o en una campaña o expedición para la cual se haya autorizado una insignia de campaña), y los veteranos con medallas del Servicio de las Fuerzas Armadas (veteranos quienes, mientras se encontraban en el servicio activo, participaron en una operación militar de EE.UU. para la cual se les otorgó una medalla del Servicio de las Fuerzas Armadas).

REPRESALIA

Se prohíben las represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), o quien se oponga a la discriminación de conformidad con estas leyes federales.

Toda persona quien considere que un contratista ha incumplido sus obligaciones antidiscriminatorias o de acción afirmativa conforme a las autoridades antes indicadas, debe contactar de inmediato a:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (número gratuito) o (202) 693-1337 (número TTY). También puede contactar a la OFCCP por el correo electrónico OFCCP-Public@dol.gov, o llamando a una oficina distrital o regional de la OFCCP, la cual puede encontrar en la mayoría de los directorios telefónicos en la sección U.S. Government (Gobierno de los EE.UU.), Department of Labor (Departamento del Trabajo).

Programas o actividades que reciban asistencia financiera federal

RAZA, COLOR, ORIGEN NACIONAL, SEXO

Adicionalmente a las protecciones del Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, el Título VI de la Ley de Derechos Civiles de 1964, y sus enmiendas, prohíbe la discriminación por raza, color u origen nacional en los programas o actividades que reciban asistencia financiera federal. La discriminación en el empleo está cubierta por el Título VI si el objetivo principal de la asistencia financiera es la provisión del empleo, o donde la discriminación laboral cause o pueda causar una discriminación en la provisión de los servicios conforme a tales programas. El Título IX de las Enmiendas en la Educación de 1972 prohíbe la discriminación en el empleo por motivo del sexo en las actividades o programas educativos que reciban asistencia financiera federal.

INDIVIDUOS CON DISCAPACIDADES

La Sección 504 de la Ley de Rehabilitación de 1973, y sus enmiendas, prohíbe la discriminación en el empleo por una discapacidad, en cualquier programa o actividad que reciba asistencia financiera federal. Se prohíbe la discriminación en todos los aspectos del empleo contra las personas con discapacidades quienes, con o sin arreglos razonables, puedan realizar las funciones esenciales del trabajo.

Si usted considera que ha sido discriminado en un programa de alguna institución que reciba asistencia financiera federal, debe contactar inmediatamente a la agencia federal que proporciona dicha asistencia.

Suplemento del documento “EEO es la Ley”

Modificación para empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales

La sección de Discapacidad queda modificada de la manera siguiente:

DISCAPACIDAD

El Título I y el Título V de la Ley de Estadounidenses con Discapacidades de 1990, y sus enmiendas, protegen a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida.

Se agrega la siguiente sección:

GENÉTICA

El Título II de la Ley contra la Discriminación por Información Genética de 2008 (GINA) protege a los solicitantes de empleo y a los empleados contra la discriminación con base en la información genética, en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. GINA también restringe la adquisición de la información genética por parte de los empleadores y limita estrictamente la divulgación de la información genética. La información genética incluye la información sobre las pruebas genéticas de los solicitantes de empleo, los empleados o sus familiares; la manifestación de enfermedades o desordenes en los familiares (historial médico familiar); y las solicitudes o recibo de servicios genéticos por los solicitantes de empleo, los empleados o sus familiares.

La información de contacto de la EEOC queda modificada de la manera siguiente:

La Comisión para la Igualdad de Oportunidades en el Empleo de los EE.UU., 1-800-669-4000 (número gratuito) o 1-800-669-6820 (número TTY gratuito para las personas con dificultades auditivas). La información de las oficinas de campo del EEOC está disponible en www.eeoc.gov o en la mayoría de los directorios telefónicos en la sección de Gobierno de los EE.UU. o Gobierno Federal. Puede encontrar información adicional sobre el EEOC, incluida la información sobre la presentación de cargos, en www.eeoc.gov.

Modificaciones de la sección de Empleadores que tengan contratos o subcontratos federales

La sección de Individuos con discapacidades queda modificada de la manera siguiente:

INDIVIDUOS CON DISCAPACIDADES

La Sección 503 de la Ley de Rehabilitación de 1973, y sus enmiendas, protege a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida. La Sección 503 también exige que los contratistas federales tomen las acciones afirmativas para emplear y ascender en el empleo a individuos calificados con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

La sección de Veteranos discapacitados especiales de la Era de Vietnam queda modificada de la manera siguiente:

VETERANOS CON MEDALLAS DEL SERVICIO DE LAS FUERZAS ARMADAS Y VETERANOS DISCAPACITADOS, SEPARADOS RECIENTEMENTE Y DE OTRO ESTATUS PROTEGIDO

La Ley de Asistencia a la Readaptación de los Veteranos de Vietnam de 1974, y sus enmiendas, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige la acción afirmativa para emplear y ascender en el empleo a veteranos discapacitados, veteranos separados del servicio recientemente (dentro de los tres años dados de baja del servicio activo), otros veteranos protegidos (quienes hayan prestado el servicio militar en una guerra o en una campaña o expedición para la cual se haya autorizado una insignia de campaña), y los veteranos con medallas del Servicio de las Fuerzas Armadas (veteranos quienes, mientras se encontraban en el servicio activo, participaron en una operación militar de EE.UU. para la cual se les otorgó una medalla del Servicio de las Fuerzas Armadas).

Se agrega la siguiente sección:

REPRESALIA

Se prohíben las represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), o quien se oponga a la discriminación de conformidad con estas leyes federales.

La información de contacto de la OFCCP queda modificada de la manera siguiente:

The Office of Federal Contract Compliance Programs (OFCCP), Departamento del Trabajo de EE.UU., 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (número gratuito) o (202) 693-1337 (número TTY). También puede contactar a la OFCCP por el correo electrónico OFCCP-Public@dol.gov, o llamando a una oficina distrital o regional de la OFCCP, la cual puede encontrar en la mayoría de los directorios telefónicos en la sección Gobierno de los EE.UU., (Departamento del Trabajo).

Suplemento obligatorio para los documentos de “EEO es la Ley” de EEOC de 9/02 y OFCCP de 8/08

“EEO is the Law” Poster Supplement

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations revisions

The Disability section is revised as follows:

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

The following section is added:

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

The EEOC contact information is revised as follows:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts section revisions

The Individuals with Disabilities section is revised as follows:

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

The Vietnam Era, Special Disabled Veterans section is revised as follows:

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

The following section is added:

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

The OFCCP contact information is revised as follows:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd





NOTICE

The highway construction underway at this location is a Federal or Federal-aid project and is subject to applicable State and Federal laws, including Title 18, United States Code, Section 1020, which reads as follows:

“Whoever, being an officer, agent, or employee of the United States, or 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 costs thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction of 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 a material fact in any statement, certificate, or report submitted pursuant to the provision of the Federal Aid Road Act approved July 11, 1916 (39 Stat. 355) as amended and supplemented,

Shall be fined under this title or imprisoned not more than five years, or both.”

Any person having reason to believe this statute is being violated should report the same to the agency representative(s) named below.

State Transportation Agency	U.S. Department of Transportation Hotline for Fraud, Waste, & Abuse 1-800-424-9071	Federal Highway Administration Division Administrator
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Job Safety and Health IT'S THE LAW!

All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request a confidential OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

This poster is available free from OSHA.

Contact OSHA. We can help.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Notify OSHA within 8 hours of a workplace fatality or within 24 hours of any work-related inpatient hospitalization, amputation, or loss of an eye.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

On-Site Consultation services are available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.





Departamento de Trabajo
de los EE. UU.



Seguridad y Salud en el Trabajo ¡ES LA LEY!

Todos los trabajadores tienen el derecho a:

- Un lugar de trabajo seguro.
- Decir algo a su empleador o la OSHA sobre preocupaciones de seguridad o salud, o reportar una lesión o enfermedad en el trabajo, sin sufrir represalias.
- Recibir información y entrenamiento sobre los peligros del trabajo, incluyendo sustancias tóxicas en su sitio de trabajo.
- Pedir una inspección confidencial de OSHA de su lugar de trabajo si usted cree que hay condiciones inseguras o insalubres. Usted tiene el derecho a que un representante se comunique con OSHA en su nombre.
- Participar (o su representante puede participar) en la inspección de OSHA y hablar en privado con el inspector.
- Presentar una queja con la OSHA dentro de 30 días (por teléfono, por internet, o por correo) si usted ha sufrido represalias por ejercer sus derechos.
- Ver cualquier citación de la OSHA emitidas a su empleador.
- Pedir copias de sus registros médicos, pruebas que miden los peligros en el trabajo, y registros de lesiones y enfermedades relacionadas con el trabajo.

Este cartel está disponible de la OSHA para gratis.

Llame OSHA. Podemos ayudar.

Los empleadores deben:

- Proveer a los trabajadores un lugar de trabajo libre de peligros reconocidos. Es ilegal discriminar contra un empleado quien ha ejercido sus derechos bajo la ley, incluyendo hablando sobre preocupaciones de seguridad o salud a usted o con la OSHA, o por reportar una lesión o enfermedad relacionada con el trabajo.
- Cumplir con todas las normas aplicables de la OSHA.
- Notificar a la OSHA dentro de 8 horas de una fatalidad laboral o dentro de 24 horas de cualquier hospitalización, amputación, o pérdida de ojo relacionado con el trabajo.
- Proporcionar el entrenamiento requerido a todos los trabajadores en un idioma y vocabulario que pueden entender.
- Mostrar claramente este cartel en el lugar de trabajo.
- Mostrar las citaciones de la OSHA acerca del lugar de la violación alegada.

Servicios de consulta en el lugar de trabajo están disponibles para empleadores de tamaño pequeño y mediano sin citación o multa, a través de los programas de consulta apoyados por la OSHA en cada estado.



ATTACHMENT NO. 5

Project Special Provisions

[Behind this sheet]



CITY OF ORANGE

PUBLIC WORKS DEPARTMENT

www.cityoforange.org

ENGINEERING DIVISION
(714) 744-5544
FAX: (714) 744-5573

MAINTENANCE DIVISION
(714) 532-6480
FAX: (714) 532-6444

TRAFFIC DIVISION
(714) 744-5540
FAX: (714) 744-5573

WATER DIVISION
(714) 288-2475
FAX: (714) 744-2973

Addendum No. 1

Date: February 16, 2021

To: All Bidders

Subject: **Bid No. 20-21.30**; SP-4005 Glassell St and Collins Ave Left Turn Signal Improvements

Bids Due: March 11, 2021

Legal Notice:

The bidder selected by the City must be properly licensed at the time of award as a General Engineering Contractor (Class A) or as an Electrical Contractor (Class C-10).

Questions:

1. *May contractors submit Exhibit 15-G: DBE Commitment within 5 days of bid opening per Exhibit 12-G Section F (page 5 of 25) of the specifications?*

Per Exhibit 12-G in Attachment No. 1 of this bid, 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 City of Orange within five (5) calendar days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the City of Orange will find the bidder's bid nonresponsive.

2. *May contractors submit Exhibit 15-H: Good Faith Efforts within 5 calendar days from bid opening per Exhibit 15-H (page 1 of 3) of the specifications?*

Per Exhibit 15-H: Contractor Good Faith Efforts, bidders must submit the completed 15-H form within five (5) calendar days from the bid opening date. It is recommended that bidders submit the completed 15-H form even if the bidder has met the DBE goal.

Bidder shall signify the receipt of this addendum with signature on page **P-5** of the project's bid proposal. Please contact Martin Varona for any questions regarding this addendum at mvarona@cityoforange.org or call at 714-744-5563.

Martin Varona, P.E. Associate Civil Engineer
Public Works – Engineering, 300 E. Chapman Avenue, Orange, CA 92866

Cc: Randy N.



**CITY OF ORANGE
PUBLIC WORKS DEPARTMENT**

Bid No.: 20-21.30

BIDS DUE: 2:00 p.m., March -04 11, 2021 (Thursday) **CONTRACT TIME:** Forty-five (45) Calendar Days

ADD-1

PROJECT: Glassell Street and Collins Avenue Left Turn Signal Improvements; SP-4005; HSIPL-5073(084)

FUNDING:

Federal Aid Urban (FAU) Department of Transportation (DOT)

Community Development Block Grant (CDBG) Department of Housing and Urban Development (HUD)

Other Federal, State, County or City Funds. (ISTEA)

**DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOAL: 12%
REFER TO BID SECTION 2-1.02 FOR REQUIREMENTS**

Trucking

Equipment Rental

Demolition

Consultant Design

Excavation/Grading/Trenching

Surveying

Cement Concrete

Underground/Pipeline Construction

Landscaping and Irrigation

Traffic signs/Painting/Striping

Electrical/Traffic Signal

Detectable Warning Surface (Truncated Domes)

Asphalt Concrete Paving

Masonry

Building Construction

Concrete Structures

IF YOU ARE A DBE CONTRACTOR, PLEASE

Call the Public Works Department at (714) 744-5544 and ask for the list of the prospective bidders, their names, addresses, and telephone numbers. Contact the prospective bidders and inform them the type of work that you can perform as a subcontractor. If you are not listed in the DBE Directory published by the California Department of Transportation, please apply and get registered through the Office of Civil Rights, State of California, Department of Transportation, 1823 14th Street, Sacramento, CA 95811, Telephone number (916) 324-1700, Toll-Free (866) 810-6346. Your participation will be greatly appreciated.

**BID PROPOSAL
FOR
GLASSELL STREET AND COLLINS AVENUE LEFT TURN SIGNAL
IMPROVEMENTS; SP-4005; HSIPL-5073(084)**

BID NO. 20-21.30
eBidDoc™ 6501984

PROJECT: SP-4005

BIDS DUE:

2:00 PM, Thursday, ~~March 04, 2020~~ **March 11, 2021**

ADD-1

PLACE:

Accepted via QuestCDN Online Bidding

TIME OF COMPLETION:

Forty-five (45) Calendar Days

PLANS & SPECS AVAILABLE AT:

www.QUESTCDN.com; Email: info@questcdn.com

BID INQUIRIES:

(714) 744-5527

**CITY OF ORANGE
DEPARTMENT OF PUBLIC WORKS**



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- 4. ATTACHMENT 2: Labor Relations Forms LR-1 TO LR-31
- 5. ATTACHMENT 3: Project Special Provisions SP-1 TO SP-70
- 6. ATTACHMENT 4: City Standard Plans & Product Data Sheets
- 7. ATTACHMENT 5 Federal Prevailing Wage Rates
- 8. APPENDIX A: Performance Bond, Payment Bond and Sample Contract
- 9. APPENDIX B: Plans

February 2021

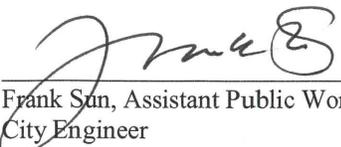
Prepared By:



Martin Varona, Associate Civil Engineer

2/2/2021
Date

Approved By:



Frank Sun, Assistant Public Works Director/
City Engineer

2/2/21
Date

Copy No. _____

Checked by: _____

LEGAL NOTICE

Sealed bids are invited for **Bid No. 20-21.30; Glassell Street and Collins Avenue Left Turn Signal Improvements; SP-4005; HSIPL-5073(084)**. Bid forms, plans and specifications are available at www.questcdn.com. Download the digital documents for \$20.00 by inputting Quest Project #**6501984**. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance with registration and downloading. Hard copies are not available. The publication, "City of Orange Standard Plans and Specifications", latest edition and addendum shall govern the work under this contract and is available on the City of Orange website at www.cityoforange.org under Public Works Department webpage. Contract documents may also be examined in the office of the City Engineer.

Bids must be received by **2:00 p.m., ~~March 4~~ March 11, 2021 (Thursday)** by one of the following options – walk-up bids will not be accepted: 1.) Preferred method: Online electronic bid service through QuestCDN vbid Online Bidding; 2.) Courier or U.S. Mail addressed to City Clerk, City of Orange, 300 E. Chapman Ave., Orange CA 92866. 3.) Seamless Documents at orangeca.seamlessdocs.com/f/RequestforBidandRequestforProposalSubmissionForm. Bidders must follow the submittal procedure in the Project Specifications, Section 1-6.1.3.

ADD-1

All bids will be presented to the City Council on **April 13, 2021 (Tuesday)**.

The City reserves the right to reject any or all bids, to reject any item in a bid unless an "all or none" basis is specified or to waive any informality or technicality in the bids received.

This project is federally funded by the Highway Safety Improvement Program (HSIP) program requiring conformance to Federal Guidelines. All the Federal requirements, the Davis Bacon Act, in particular shall apply for this project. If Federal and State wage rates are applicable, then the higher of the two will prevail.

The bidder selected by the City must be properly licensed at the time of award as a **General Engineering Contractor (Class A) or as an Electrical Contractor (Class C-10)**. The City will reject the bid as non-responsive if the bidder does not hold the requisite contractor's license at the time of award of contract. In addition, each subcontractor listed by the bidder shall possess, at the time of the award and at all times when work is performed, a valid contractor's license for the appropriate classification necessary to perform the work for which that subcontractor is listed. Failure of the bidder to deliver evidence to the City prior to the award of a contract for this Project that each and every subcontractor listed by the bidder is properly licensed shall constitute a failure to execute the contract and may subject the bidder to all legal penalties imposed by law, including, but not limited to, forfeiture of the security of the bidder.

ADD-1

A payment bond is required for projects over \$25,000. In lieu of retention, the Contractor may deposit qualifying securities under an escrow agreement, as provided in Public Contract Code Section 22300.

The Contractor and subcontractors shall be registered with Department of Industrial Relations (DIR), per Labor Code Section 1725.5 at the time of bid. This project is subject to compliance monitoring and job-site posting requirements. The project is a public work subject to prevailing wage requirements, which can be found at <http://www.dir.ca.gov/dir/databases.html>.

The City of Orange is implementing Disadvantaged Business Enterprise (DBE) requirements and has established a mandatory DBE participation goal of **12%**.

CITY OF ORANGE
PUBLIC WORKS DEPARTMENT
300 E. CHAPMAN AVENUE
ORANGE, CALIFORNIA 92866-1591
(714) 744-5544

PUBLISHED "ORANGE CITY NEWS":

February 11, 2021

February 25, 2021

- (1) A valid license in appropriate classification with which he can perform the specified work. (at award)
- (2) Record of satisfactory past performance of work with various agencies and industry.
- (3) Record of satisfactory compliance with all State, Federal and local laws regarding, but not limited to, fair employment practice, safety regulations, prevailing wage regulations, labor code, and subcontracts.
- (4) Ability to comply with delivery schedules of materials, equipment and labor.
- (5) Adequate financial resources to complete the work.
- (6) Ability to secure bid bonds, contract bonds and insurances from companies having adequate rating.
- (7) Minimum five years of experience in completing contracts of nature, type and size similar to that for which he is submitting bids and such experience has been acquired not more than seven years prior to submitting a bid.

1-6.1.3 PROCEDURE FOR PROPOSAL SUBMITTAL

Proposal shall be made and submitted on proposal forms provided by the City in accordance with the notice inviting bids. **Bids will be submitted electronically through QuestCDN vbid Online Bidding, to the City's Seamless Document form, or by U.S. Mail or courier.** Any bid received after the scheduled closing time for the receipt of bids shall be returned to the bidder. It shall be the sole responsibility of the bidder to see that his bid is received in proper time.

Bids must be received by **2:00 p.m., March 11 March 4, (Thursday)** by one of the following options – walk-up bids will not be accepted:

ADD-1

1. **Preferred method:** Online electronic bid service through QuestCDN vbid Online Bidding. Wet signed bid bonds shall be submitted to City of Orange Public Works Department, Attn: Martin Varona, and be postmarked or received by the bid submittal deadline.
2. Courier or U.S. Mail addressed to City Clerk, City of Orange, 300 E. Chapman Ave., Orange CA 92866. Bid documents should be sealed in a clearly marked envelope before placing within the courier/outer envelope. The shipping label should be made to the attention of Purchasing Division: Martin Varona. Please clearly mark the packages as: RFB 20-21.30 SP-4005 Glassell St and Collins LT Signal. Note: The City picks up mail from the Post Office at 7 a.m. *Delivery to the Post Office on the due date (Bid Opening Date) after 7 a.m. will not result in a timely submittal.*
3. Seamless Documents at orangeca.seamlessdocs.com/f/RequestforBidandRequestforProposalSubmittalForm. (See #4 below.) Wet signed bid bonds shall be submitted to City of Orange Purchasing Department, Attn: Martin Varona, Public Works, and be postmarked or received by the bid submittal deadline.
4. Seamless Documents submittals shall have one attachment in PDF format only: Attachment 1 labelled RFB 20-21.30_SP-4005_GC_LTSignal – YOUR COMPANY NAME – BidProposal.pdf: consisting of all pages of the proposal.

The City reserves the right to reject any or all bids, to reject any item in a bid unless an "all or none" basis is specified or to waive any informality or technicality in the bids received.

In lieu of the City's retaining a portion of progress payments due a Contractor, the Contractor may elect to deposit qualifying securities equivalent to the amount to be held. Upon such deposit under an escrow agreement, the funds must be released. The Public Contract Code specifies the exact form of escrow agreement (Public Contract Code Section 22300, Subdivision E).

Each bid shall be made on blank proposal forms provided by the City of Orange and shall be accompanied with a certified or cashier's check or a bid bond for not less than 10% of the amount of bid, made payable to the City of Orange. No proposal shall be considered unless this requirement is met.

Each bidder must be licensed and also pre-qualified as required in Section 1-6.1.1 of these Specifications.



CITY OF ORANGE

PUBLIC WORKS DEPARTMENT

www.cityoforange.org

ENGINEERING DIVISION
(714) 744-5544
FAX: (714) 744-5573

MAINTENANCE DIVISION
(714) 532-6480
FAX: (714) 532-6444

TRAFFIC DIVISION
(714) 744-5540
FAX: (714) 744-5573

WATER DIVISION
(714) 288-2475
FAX: (714) 744-2973

Addendum No. 2

Date: March 1, 2021

To: All Bidders

Subject: **Bid No. 20-21.30**; SP-4005 Glassell St and Collins Ave Left Turn Signal Improvements

Attachment No. 1 Federal Contract Provisions and Forms

The attached Title VI Assurances (Appendix E) is included in Attachment No. 1 Federal Contract Provisions and Forms.

Federal Prevailing Wage Rates:

The attached General Decision Number: **CA20210024 02/12/2021** is included in Attachment No. 5 Federal Prevailing Wage Rates.

Bidder shall signify the receipt of this addendum with signature on page **P-5** of the project's bid proposal. Please contact Martin Varona for any questions regarding this addendum at mvarona@cityoforange.org or call at 714-744-5563.

Martin Varona, P.E. Associate Civil Engineer
Public Works – Engineering, 300 E. Chapman Avenue, Orange, CA 92866

Cc: Randy N.

ATTACHMENT NO. 1

FEDERAL CONTRACT PROVISIONS AND FORMS

[Behind this sheet]

- Exhibit 12-G
- Exhibit 12-B
- Exhibit 15-G
- Exhibit 15-H
- Exhibit 16-B
- Exhibit 16-O
- Exhibit 16-Z1
- Exhibit 17-O
- Appendix E Title VI Assurances

ADD-2

Appendix E of the Title VI Assurances

(US DOT Order 1050.2A)

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 nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

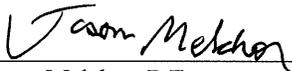
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair 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 CFR 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, subrecipients 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 at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination 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).

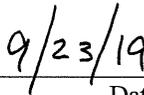
**SPECIAL PROVISIONS
TO
CITY OF ORANGE STANDARD SPECIFICATIONS**

**Glassell Street and Collins Avenue Left Turn Signal Improvements;
SP-4005; HSIPL-5073(084)**

Prepared By:



Jason Melchor, P.E.
Kimley-Horn



Date

INTRODUCTION

All the improvements within the public rights-of-way and easements within the City of Orange shall conform to the standard plans presented herein. The user shall keep fully informed of any latest revisions to the standard plans by contacting the office of the City Engineer, Public Works Department, City of Orange. The standard plans shall be used along with the provisions of the latest edition of the Standard Specifications for Public Works Construction ("Green Book"), and all amendments thereto, adopted by the Joint Cooperative Committee of Southern California Chapter, American Public Works Association and Southern California District, Associated General Contractors of California; hereinafter referred to as the "Standard Specifications". Section 2.34.020 of the Orange Municipal Code establishes the legislative authority of these Standard Plans and Specifications.

PUBLIC WORKS CONTRACTS

The following additions, as revised, to the provisions of the "Standard Specifications" shall be used for all Public Works contracts awarded by the City of Orange. If there is a conflict between the "Standard Specifications" and these provisions, these provisions shall have precedence. The numbering of sections for the purpose of these provisions refers to corresponding numbering of sections of the "Standard Specifications".

If these provisions specify the use of "Standard Specifications and Standard Plans for the Construction of Local Streets and Roads, of the State of California, Department of Transportation," herein referred to as "Caltrans", for a certain portion of the work, the latest edition of the publication shall be used.

The City of Orange has adopted a Local Implementation Plan (LIP) as part of a compliance program to the California Regional Water Quality Control Board. All improvements shall comply with the latest LIP in the prosecution of the work. The LIP is available and on file at the Public Works Department.

PRECEDENCE OF CONTRACT DOCUMENTS:

- 1) **Bidder's Proposal**
- 2) **Contract Agreement**
- 3) **Federal Labor Relations (Section LR)**
- 4) **Federal Contract Provisions**
- 5) **Federal Wage Relations**
- 6) **Permits from other Agencies**
- 7) **Special Provisions (Section SP)**
- 8) **State of California Department of Transportation, Standard Plans and Specifications (Latest Edition)**
- 9) **California Manual on Uniform Traffic Control Devices (CA MUTCD)**
- 10) **City of Orange Standard Plans and Specifications (Orange Book)**
- 11) **Standard Specifications for Public Works Construction (Green Book)**
- 12) **Construction Plans**
- 13) **All Other Documents**

ADDITIONS TO THE STANDARD SPECIFICATIONS

PART 1

GENERAL PROVISIONS

SECTION I – GENERAL TERMS, DEFINITIONS, ABBREVIATIONS, UNIT OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS

- (a) AGENCY: The City of Orange, California, also hereinafter called "City".
- (b) BOARD: The City Council of the City of Orange, California.
- (c) CONTRACT DOCUMENTS: Documents including, but not limited to, the proposal, Standard Specifications, Standard Plans, additions to the Standard Specifications, Special Provisions, plans, bonds, insurance, contract agreement and all addenda setting forth any modifications of the documents.
- (d) DATE OF CONTRACT: The date of notification from the City Attorney's office informing the Contractor that the contract is approved and fully executed by the City and the Contractor.
- (e) ENGINEER OR CITY ENGINEER: The City Engineer of the City of Orange or his duly authorized representative(s).
- (f) BIDDER: Any individual, co-partnership, association or corporation submitting a proposal for the work contemplated acting directly or through a duly authorized representative.
- (g) LEGAL ADDRESS OF CONTRACTOR: The legal address of the Contractor shall be the address given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered.
- (h) LABORATORY: An established laboratory approved and authorized by the Engineer for testing materials and work involved in the contract.
- (i) STATE CONTRACT ACT: Division 1, Division 2, Part 1,3 of the Public Contract Code. The provisions of this act and other applicable laws form and constitute a part of the provisions of this contract to the same extent as if set forth herein in full.

1-3 ABBREVIATIONS

OCPW: ORANGE COUNTY PUBLIC WORKS (FORMERLY ORANGE COUNTY RESOURCES AND DEVELOPMENT MANAGEMENT DEPARTMENT)

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.1.1 Qualifications of Bidders

Any bidder who can prove to be a "Responsible Bidder" based on, but not limited to, the following requirements may submit a bid for consideration. The City Engineer may waive any or all of the following criteria in the best interests of the City.

- (1) A valid license in appropriate classification with which he can perform the specified work. (at award)
- (2) Record of satisfactory past performance of work with various agencies and industry.
- (3) Record of satisfactory compliance with all State, Federal and local laws regarding, but not limited to, fair employment practice, safety regulations, prevailing wage regulations, labor code, and subcontracts.
- (4) Ability to comply with delivery schedules of materials, equipment and labor.
- (5) Adequate financial resources to complete the work.
- (6) Ability to secure bid bonds, contract bonds and insurances from companies having adequate rating.
- (7) Minimum five years of experience in completing contracts of nature, type and size similar to that for which he is submitting bids and such experience has been acquired not more than seven years prior to submitting a bid.

1-6.1.3 PROCEDURE FOR PROPOSAL SUBMITTAL

Proposal shall be made and submitted on proposal forms provided by the City in accordance with the notice inviting bids. **Bids will be submitted electronically through *QuestCDN vbid Online Bidding*, to the City's Seamless Document form, or by U.S. Mail or courier.** Any bid received after the scheduled closing time for the receipt of bids shall be returned to the bidder. It shall be the sole responsibility of the bidder to see that his bid is received in proper time.

Bids must be received by **2:00 p.m., March 4, (Thursday)** by one of the following options – walk-up bids will not be accepted:

1. **Preferred method:** Online electronic bid service through QuestCDN vbid Online Bidding. Wet signed bid bonds shall be submitted to City of Orange Public Works Department, Attn: Martin Varona, and be postmarked or received by the bid submittal deadline.
2. Courier or U.S. Mail addressed to City Clerk, City of Orange, 300 E. Chapman Ave., Orange CA 92866. Bid documents should be sealed in a clearly marked envelope before placing within the courier/outer envelope. The shipping label should be made to the attention of Purchasing Division: Martin Varona. Please clearly mark the packages as: RFB 20-21.30 SP-4005 Glassell St and Collins LT Signal. Note: The City picks up mail from the Post Office at 7 a.m. *Delivery to the Post Office on the due date (Bid Opening Date) after 7 a.m. will not result in a timely submittal.*
3. Seamless Documents at orangeca.seamlessdocs.com/f/RequestforBidandRequestforProposalSubmittalForm. (See #4 below.) Wet signed bid bonds shall be submitted to City of Orange Purchasing Department, Attn: Martin Varona, Public Works, and be postmarked or received by the bid submittal deadline.
4. Seamless Documents submittals shall have one attachment in PDF format only: Attachment 1 labelled RFB 20-21.30_SP-4005_GC_LTSignal – YOUR COMPANY NAME – BidProposal.pdf: consisting of all pages of the proposal.

The City reserves the right to reject any or all bids, to reject any item in a bid unless an "all or none" basis is specified or to waive any informality or technicality in the bids received.

In lieu of the City's retaining a portion of progress payments due a Contractor, the Contractor may elect to deposit qualifying securities equivalent to the amount to be held. Upon such deposit under an escrow agreement, the funds must be released. The Public Contract Code specifies the exact form of escrow agreement (Public Contract Code Section 22300, Subdivision E).

Each bid shall be made on blank proposal forms provided by the City of Orange and shall be accompanied with a certified or cashier's check or a bid bond for not less than 10% of the amount of bid, made payable to the City of Orange. No proposal shall be considered unless this requirement is met.

Each bidder must be licensed and also pre-qualified as required in Section 1-6.1.1 of these Specifications.

No person, firm or corporation shall be allowed to make, file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to the other bidders. If, on the opening of bids, more than one bid appears in which the same person, firm, or corporation is interested as a principal, all such bids shall be rejected.

Proposals with inter-lineations, alterations or erasures shall be initialed by the bidder's authorized agent. Alternative proposals, special conditions or other limitations of provisions affecting the bids, except as such called for by the contract documents, will render the bid informal and may cause its rejection. All proposals must give the unit prices bid for the various items of work both in writing and figures and must be signed by the bidder, who shall give his address. Each bid item shall be bid as it appears on the proposals and shall not be altered or lumped together with other bid items. Each bid shall have thereon the affidavit of the bidder that such bid is genuine and not sham or collusive or made in the interest or on behalf of any other person not therein named and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any person, firm or corporation 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.

The Contractor shall be registered with Department of Industrial Relations (DIR), State of California per Labor Code Section 177.1(a) at the time of bid. This project is subject to compliance monitoring and enforcement by DIR.

1-6.1.4 Request for Interpretation

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, or finds discrepancies in, or omissions from, the drawing or specifications, or discovers substantial difference between the approximate quantities shown on the bid proposal and his quantity estimate from the plans for any of the major bid items in the proposal, he shall request the Engineer, in writing, for an interpretation or correction thereof. The person submitting such a request shall be responsible for its prompt delivery, no later than seven (7) calendar days prior to bid opening date. The meaning of substantial difference and the major bid items, for this purpose, shall be in accordance with Section 1-2 and Section 3-2.2.1 of the Standard Plans and Specifications. 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 or delivered to each person receiving a set of contract documents at his last address of record. The City will not be responsible for any other explanations or interpretations of the contract documents.

1-6.1.5 Return of Bid Security

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 Director of General Services prior to said closing time.

The bid security of the unsuccessful bidders will be retained until the contract is awarded to the lowest, responsible successful bidder.

The bid security of the successful bidder of accepted bid will be held by the City until the contract has been entered into and the bonds accompanying the same are approved and filed.

If a bidder fails or refuses to enter into a contract to do work, the bid security shall be forfeited to the City and shall be paid into the General Fund of the City.

Bid securities consisting of cashier's checks will be refunded to the respective bidders when no longer required by the City. All other bid securities no longer required by the City, will be considered void. These will be returned to their respective bidders only if requested with self-addressed stamped envelope and sufficient postage.

1-6.1.6 Bid Protest Procedure

1. Any bid protest must be submitted in writing to **Public Works Director, 300 E. Chapman Avenue, Orange, CA 92866** before 5 p.m. of the 10th City business day following bid opening.

- (a) The initial protest document shall contain a complete statement of the basis for the protest with accompanying documentation in support thereof.
- (b) The protest shall refer to the specific portion of the document which forms the basis for the protest.
- (c) The protest shall include the name, address and telephone number of the person representing the protesting party.
- (d) 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.
- (e) The Public Works Director/City Engineer will issue a decision on the protest. If the Public Works Director/City Engineer determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards by the City of Orange.
- (f) The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing of a claim against the City under the California Government Code or legal proceedings.

1-6.2 Subcontractor Listing

Add the following paragraph to end of this section:

The Engineer, as duly authorized officer, may consent to subcontractor substitution requested by the Contractor subject to the limitations and notices prescribed in Section 4107 of the Public Code. Prior to commencement of work, the Contractor shall submit to the Engineer a list showing names, addresses, telephone numbers, City business license numbers and the work to be done by subcontractors.

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1.1 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 and Section 1-7.1.2 and 1-7.1.3 of these Specifications. The City, however, reserves the right to reject any or all bids, and to waive any informality in the bids received. The Award of Contract, if made, shall be made within **SIXTY (60)** days after the opening of the bids.

1-7.1.2 Execution of Contract

The contract shall be signed by the successful bidder and returned to the City, together with the contract bonds as specified in Section 1-7.2 of the Standard Specifications and as amended below and any changes or additions made thereto in these specifications within fifteen (15) days after the date of written notice of award of contract. The form of the contract agreement to be executed by the Contractor will be mailed by the City Attorney's office along with the written notice of award of contract. No proposal shall be considered binding upon the City until the execution of the contract by the City. In case of conflict, the contract agreement shall have precedence over all other written specifications.

1-7.2 Contract Bonds

Sureties providing performance or labor & materials bonds for Contractors to the City of Orange must be licensed or agree to employ a licensed Contractor, with a Class A or other applicable specialty contractor's license from the State of California, in the event the Contractor to whom such surety is provided fails to perform the work under the contract.

Whenever any surety or sureties on any such bond, or on any bonds required by law for the protection of the claims of laborers and material men, become insufficient, or the City Attorney has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or additional surety, not exceeding that originally required, as is considered necessary considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

Except as set forth in this Section 1-7.2, the City of Orange will not accept any performance or any labor and materials bond for any contracts unless the bond complies with each and every one of the following criteria:

- a) It is issued by a surety qualified as an acceptable surety on federal bonds as evidenced by an unrevoked inclusion in the current Annual List of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, published by the United States Department of the Treasury, Fiscal Service, or an official successor publication (the "Treasure List"); and
- b) The bond is in an amount within the underwriting limitation of the surety set forth in the Treasury List; and
- c) The surety is legally qualified to conduct business as a surety in the State of California; and
- d) The surety meets or exceeds the following standards established by A.M. Best Company as set forth in the current edition of Best's Key Rating Guide, Property-Casualty:

Amount of Contract

\$ 0 to \$ 20,000	A	Class II
\$ 20,000 to \$ 40,000	A	Class III
\$ 40,000 to \$ 100,000	A	Class IV
\$ 100,000 to \$ 200,000	A	Class V
\$ 200,000 to \$ 500,000	A	Class VI
\$ 500,000 to \$ 1,000,000	A	Class VII
\$ 1,000,000 to \$ 2,000,000	A	Class VIII
\$ 2,000,000 and up		*

* A class assuring that the contract price does not exceed 2 percent of the minimum Adjusted Policyholders' Surplus necessary to qualify for that class.

The BEST'S KEY RATING GUIDE may be examined in the City Attorney's office or can be purchased from A.M. Best Company, Ambest Road, Oldwick, NJ 08858, (201) 439-2200.

In the event the total amount of bonds issued by the surety for the contract exceeds the underwriting limitation set forth in the Treasury List, or the surety does not meet the minimum Financial Size Category rating set forth above, then the surety shall prove reinsurance in excess of such total amount of bonds by one or more reinsuring companies meeting the above-referenced A.M. Best rating standards list, listed on the Treasury List and within the Underwriting Limitation of each reinsuring company, before a contract is executed by the City.

For contracts with a total contract price less than \$25,000, the City shall have the power to modify or waive, in whole or in part, the foregoing criteria for acceptable bonds, in its sole discretion.

For contracts with a total contract price of \$25,000 or more, but not exceeding \$500,000, where bonds are not reasonably obtainable which meet the provisions of subparagraphs (a) and (b) or (d) above, for reasons other than the creditworthiness of the Contractor, the City may, in its sole discretion, accept bonds which meet the provisions of subparagraphs (a) and (b) but not (d), or bonds which meet the provisions of (d) but not (a) and (b).

Security for public contracts in lieu of bonds meeting the criteria set forth above will be accepted by the City only if in the form of cash deposits in the full face amount of required bonds, in the name of the City of Orange, as owner of the account, in such financial institution as the City may direct and under written agreement in form and substance acceptable to the City. In the event such account bears interest, any accrued interest shall be paid to surety at the time said security is released, or if Contractor defaults shall be applied to pay for any work necessary to complete the contract in the event that application of the principal of said account proves insufficient.

All bonds shall be on the forms provided by the City of Orange, with all signatures notarized and with the following notarized endorsement:

The undersigned hereby certifies that the named surety issuing the bond for:

Glassell Street and Collins Avenue Left Turn Signal Improvements HSIPL-5073(084)
(Bid No. 20-21.30; SP-4005)

is issued by an "admitted surety", qualified to conduct business in the State of California in accordance with CCP§995-670

Name of Surety

Attorney in Fact

SECTION 2 - SCOPE OF THE WORK

2-1 WORK TO BE DONE

2-1.1 General Description of Work:

The work to be done, in general, consists of, but is not limited to, modifying the traffic signal at Glassell Street and Collins Avenue to install protected left-turn phasing in the northbound-southbound directions, replacing existing pedestrian push buttons with accessible pedestrian signals (APS), reconstruct the curb ramps at the southwest and southeast corners of the intersection to be ADA compliant, restripe the south leg of the intersection to align the travel lanes with the north leg, traffic control, and all labor, equipment and incidentals necessary for completion of work. All the work performed shall be measured and paid at the contract unit prices bid in the proposal and no additional compensation shall be allowed.

2-2 PERMITS AND LICENSES

Except as otherwise specified in the Special Provisions, the Contractor shall procure all permits and business licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. These permits and licenses shall be obtained in sufficient time to prevent delays to the work.

In the event that the City has obtained permits, licenses or other authorizations applicable to the work from other agencies, the Contractor shall comply with the provisions of said permits, licenses and other authorizations. Any charges such as inspection fees, bonds, insurance that may incur due to the Contractor's performance in accordance with such permits shall be considered included in the bid items for the various items of work involved.

2-4 COOPERATION AND COLLATERAL WORK

Contractor shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others. The City, its workers and contractors and others, shall have the right to operate within or adjacent to the work site during the performance of such work.

The City, the contractor, and each of such workers, contractors and others, shall coordinate their operations and cooperate to minimize interference.

The Contractor shall include in its Bids all costs involved as a result of coordinating its work with others. The Contractor will not be entitled to additional compensation from the City for damages resulting from such simultaneous, collateral, and essential work. If necessary to avoid or minimize such damage or delays, the Contractor shall redeploy its work force to other parts of the work.

Should the Contractor be delayed by the City, and such delay could have not been reasonably foreseen or prevented by the Contractor, the Engineer will determine the extent of the delay, the effect on the project, and any extension of time.

2-6.1 Changes in Work: General

Engineer shall be the duly authorized officer who may grant the changes prescribed in this section.

2-7 CHANGES INITIATED BY THE AGENCY

The Engineer shall have the right to make changes in the work, plans and/or specifications and the contractor shall perform the work as changed and as directed by the Engineer.

2-8.1 Extra Work: General

If the City and the Contractor cannot reach an agreement to establish an agreed lump sum price or stipulated unit prices, the City reserves the right to direct the Contractor to perform such work using an acceptable substitute subcontractor. The City may order the Contractor to obtain bids from three or more subcontractors to perform such work. Upon written approval of a subcontractor selected by the Engineer, the Contractor shall enter into a subcontract with such subcontractor to perform such work. All the Contractor's markups shall be in accordance with the provisions of Section 7-4.3.

The extra work as defined in this section of Standard Specifications, and any work done beyond the lines and grades shown on the plans, shall only be performed when ordered in writing by the Engineer. In absence of such written order, any such work shall be considered unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor's expense.

2-10 DISPUTED WORK

Any claims, potential claims based on an act or failure to act by the Engineer, any protests against the rulings and decisions of the Engineer, shall be made in writing. Such claims, potential claims or protests shall be addressed to the Engineer and shall be submitted within ten (10) days after the happening of the event, thing, occurrence, or other cause, giving rise to such action by the contractor.

The written determination rendered by the Engineer on such actions by the contractor shall be considered as a final ruling of the City of Orange. Any monetary claims against the City regarding the City's decision shall be filed with the City Clerk of the City of Orange in accordance with the provisions of chapter 3.16 of Orange Municipal Code, California Government Code sections 810, 901, 905, 911, 915, 935 and 945.

SECTION 3 – CONTROL OF THE WORK

3-4 Authority of Board and Inspection

Authority of Board and Inspection shall conform to Section 3-4 of Standard Specifications and the following:

Orange Municipal Code Section 2.15.020 C, and 2.34.10 has designated Engineer as their designee for all decisions regarding the contract.

The Contractor shall give at least 24 hours advance notice of the time when he or his subcontractor will start or resume the various units of operations of the work as per the contract, or resume the said units or operations when they have been suspended as per the contract.

The above 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 of his representative or inspector on the work.

The Contractor shall pay the inspection charges for any work done outside normal working hours at the rate established for Special Inspection in the Master Schedule Fees and Charges adopted by the City Council. Such fees shall be paid per half day or portion thereof in minimum one-half day increments. No work shall be performed outside normal working hours except under extraordinary circumstances and with prior approval of the Engineer. **See Section 6-3.3 for normal working hours.**

Any work performed in conflict with said notice, without the presence or approval of the inspector, or work covered up without notice, approval or consent may be rejected or ordered to be uncovered for examination at the Contractor's expense, and shall be removed at the Contractor's expense, if so ordered by the Engineer or his representative or inspector 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 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 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 the exigencies of construction, will be determined in all cases by the Engineer and authorized in writing.

All instructions, rulings and decisions of the Engineer shall be in writing and shall be final and binding on all parties unless formal protest is made in writing and 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 inspector or Engineer to be unfair, he 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 therefore. 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 demands, 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. Any protests against the Engineer's final decision shall be made in accordance with section **2-10 Disputed Work**.

3-5 INSPECTION

In addition to those processes in Section 3-5 INSPECTION the following shall apply:

All work requiring Special inspection shall be first inspected and approved by the City Building Inspector 24 hours before Special Inspections. If any work is covered before the City Building Inspector inspection and approval, the City shall require the work to be exposed and inspected.

Due to the City of Orange 9/80 flex work schedule the City is closed every other Friday. No City Building Division inspection services are available on closed Fridays, although Special Inspection services are available when the City Building Division inspections occur on the Thursday before the closed Friday.

The Contractor shall keep the City's Project/Construction Manager or designee informed two weeks in advance of scheduled work to assure that City Inspectors and Special Inspectors are available. All inspection processes for those inspections requiring the City of Orange Building Division approvals shall be worked out in detail with the City of Orange Building Official.

3-5.1 Progress Reports

The Contractor shall provide the City Inspector, at the end of each working day, a daily report showing the number of employees working on the project. The report will also include the Contractor employee's name and their classifications and equipment used onsite. Any subcontractors working on the project will also be included in the same report.

3-6 THE CONTRACTOR'S REPRESENTATIVE

The 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, so that 24-hour, 7-days a week contact can be maintained.

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.

3-7 CONTRACT DOCUMENTS

3-7.3 Plans and Specifications

The Engineer will provide the Contractor, free of charge, up to five (5) copies of plans and special provisions for the execution of work. The contractor shall have a bonded and insured printing company pick up the originals from the City to make additional copies, if needed, at no additional cost to the City.

The Contractor shall, at his own expense, obtain copies of the “Standard Specifications”, City of Orange Standard Plans and Specifications, Standard Plans and Specifications of the State of California, and Work Area Traffic Control Handbook, for his general use.

If, after award of the contract, should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the specifications and plans, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the contract.

All scaled dimensions shall be considered approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities and shall immediately inform the Engineer or his representative of any discrepancies.

3-10 SURVEYING

3-10.1.1 Survey Service

Unless otherwise stated by the City Engineer or noted in the Special Provisions, the Contractor shall provide all surveying services.

3-10.1.2 Private Engineers

Unless otherwise provided in the Special Provisions, lines and grades for the 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 these, and for the control of construction, shall be the responsibility of the Contractor. All such survey work including construction staking shall be done under the supervision of a California Licensed Land Surveyor or authorized Civil Engineer. Staking shall be done on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

The contractor shall provide a copy of the office calculations and grade sheets to the City Inspector. The Contractor shall be responsible for any errors in the finished work, and shall notify the Engineer, in writing, within 24 hours, of any discrepancies, or design errors during the construction staking.

Contractor shall provide construction surveying for relocation of any conflicting utilities and provide a reasonable time window of opportunity to the utility owners to relocate their facilities after the survey is provided by the Contractor.

3-10.4 Payment for Surveying

The payment for **SURVEYING** shall be included in respective items of work and shall include, but not to be limited to **Section 400-2**, construction staking, location and/or relocation of conflicting utilities, locating survey monuments, setting of survey monuments and center line ties, preparing and filing centerline tie sheets and Corner Records, locating Bench Marks and notifying the County Surveyor’s Office of same, professional office services and field calculations, and furnishing all labor, materials, tools, equipment and incidentals for doing all work involved. No additional compensation shall be allowed unless a separate bid item is provided.

3-12.1 Cleanup and Dust Control

Unless otherwise authorized by the Engineer, all surplus materials shall be removed from the site of the work immediately after completion of the work causing the surplus materials. Unless the construction dictates otherwise, and unless otherwise approved by the Engineer, the 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; after filing notice to the Contractor, the Engineer may order this accomplished by others. All costs thus incurred shall be deducted from the amount to be paid to the Contractor. No additional compensation will be allowed as a result of such suspension.

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

3-12.6 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 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 City will complete and file the Notice of Intent (NOI) and the Notice of Termination (NOT) for the city owned projects.

A copy of the latest permit is available at http://www.swrcb.ca.gov/water_issues/programs/stormwater/construction.shtml . The Contractor is hereby directed to read the Construction Permit thoroughly and comply with the requirements as specified therein.

Storm Water Pollution Prevention Plan (SWPPP)

The Contractor shall ensure qualified personnel are employed for the preparation and implementation of a storm water pollution prevention plan (SWPPP) as required by the Construction Permit. A qualified SWPPP developer (QSD) shall be responsible for preparing all parts of the SWPPP as required by the Construction Permit including monitoring, sampling, post construction BMPs. Project post construction BMPs can be obtained from the resident engineer for use in completing the SWPPP.

The completed SWPPP must be submitted to the resident engineer for City review and approval no later than 3 weeks after Notice of Award of contract. 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 any subsequent amendments or revisions shall be prepared by the QSD. Implementation of the SWPPP shall be done by a qualified SWPPP practitioner (QSP) who shall be onsite at all times to implement and comply with the project SWPPP for the duration of the project.

The QSP shall prepare the Rain Action Event form for any forecast storm events and perform all required site inspections before and after a storm event and during extended storm events as required by the Construction Permit

to identify BMP effectiveness and implement repairs or BMP modifications as soon as possible. This also includes conducting any required sampling of potential pollutant discharges. All tests shall be carried out in accordance with the requirements of the Construction Permit.

All reports required by the Construction Permit shall be prepared by the QSD or QSP as appropriate and submitted to the state online SMART system but first reviewed by the City prior to submittal.

Contractor shall be responsible for any penalties assessed against the City if the penalty assessed is due to Contractor's violation of Construction Permit requirements, or Contractor's failure to fully implement and monitor SWPPP as required.

Erosion and Sediment Control Plans

Full size, 34"x44", Erosion and Sediment Control Plans shall be prepared by the Contractor as part of the SWPPP that identify adequate controls to prevent erosion and the discharge of sediment off-site. Payment for the Erosion and Sediment Control Plans shall be included as part of the SWPPP.

3-12.7 Drainage Control

It is anticipated that storm, surface or other waters will be encountered at various times and locations during the work herein contemplated. Such waters may interfere with Contractor's operations and may cause damage to adjacent or down-stream private and/or public property by flooding, lateral erosion, sedimentation, or pollution if not properly controlled by the Contractor. The Contractor, by submitting a bid, assumes all of said risk and the Contractor acknowledges that its bid was prepared accordingly.

The Contractor will be required to control all water encountered during construction and shall use appropriate methods of sediment control and debris barriers to prevent any contaminated water from entering the storm drain piping. These methods shall include the placement of sand bags, filter fabric and fencing, berms, and other temporary barriers as needed to comply with the City's requirements for construction activities. During the course of water control the Contractor shall conduct construction operation to protect waters from being polluted with fuels, oils, bitumens or other harmful materials, and shall be responsible for removing said materials in the event protective measures are not effective.

The Contractor shall conduct his operation in such a manner that storm or other waters may proceed uninterrupted along their existing street or drainage courses to prevent ponding of water during all phases of construction. Diversion of water for short reaches to protect construction in progress will be permitted, if public or private properties in the opinion of the Engineer are not subject to the probability of damage.

The Contractor shall maintain drainage within and through the work areas. The Contractor shall provide and maintain, at construction site, ample means and devices with which to block, remove, and properly dispose of all water entering the excavation. Temporary dams of sandbags, asphaltic concrete, or other acceptable material will be permitted when necessary. Such dams shall be removed from the site as soon as their use is no longer necessary.

Contractor shall contact adjacent residents and businesses to turn off the irrigation systems that are impacting the construction zone. Diversion of surface water including nuisance water from the excavation site and work area shall be the responsibility of the contractor, and no separate compensation will be allowed for the removal of surface water from the excavation site.

3-12.8 TEMPORARY LIGHT, POWER AND WATER

The Contractor shall be required to deposit with the City Water Division for each construction meter used on a City of Orange fire hydrant. The Contractor will be charged a daily rental fee on each construction water meter, and the Contractor shall pay for the water used on the project. Water usage by the Contractor shall be charged per hundred cubic foot.

To protect the public water system from contamination, the construction meter must be installed with a City approved backflow prevention device. The backflow prevention device must be tested by a County of Orange certified backflow tester prior to first use. The construction meter and backflow prevention device shall be connected to the same public water source (City of Orange fire hydrant) throughout the project duration. The device must be re-tested if the meter is removed and connected to a different water source. All test results shall be submitted to the City of Orange inspector prior to first use.

The Contractor shall provide for his employees an adequate supply of potable drinking water, which shall be dispensed through approved sanitary facilities.

SECTION 4 - CONTROL OF MATERIALS

4-4 TESTING

Quality Control (QC) and Acceptance Testing (AT)

Unless otherwise provided in the Special Provisions, all the testing of materials to be furnished by the Contractor, testing of rock materials per Section 200, cement concrete, mortar and related materials per Section 201; masonry materials per Section 202, bituminous materials per Section 203; soils and aggregate per Section 211, testing of materials placement, testing of manufactured materials **shall be the responsibility of the Contractor** and shall be done by and under the supervision and direction of a licensed California Registered Engineer or Geotechnical Engineer with experience in sampling, and materials testing for and highway construction projects.

All the testing shall be done by a Caltrans certified company pre-qualified to perform all the necessary tests and which is acceptable to the City of Orange.

Such material testing company shall determine the number of tests and frequencies of sampling in order for the company to certify that all the material used for the work, its placement and the final product are tested to the requirements specified as outlined in the special provision. As a minimum, the material sampling and testing shall be in conformance with the Standard Specifications for testing methods and frequency of tests. The contractor shall obtain and test concrete cylinders for all concrete pavement construction. The contractor shall supply the test results to the City for verification of compliance with the concrete strength requirements specified in the contract documents.

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 materials to be delivered to the job site shall be tested and continuously monitored by the certifying company at the source plant each day of the scheduled delivery. The testing company shall certify that material delivered on the job site is from the batch tested and approved by the company. The daily log and test results shall be available to the City inspector at the job site at all times.

The material testing company shall inform the City inspector of their schedule of testing so as to allow the City Inspector to randomly witness the testing.

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 the qualified testing company and 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.

Compaction of soil, fill material, over excavation, subgrade, aggregate base, asphalt concrete, trench backfill shall be tested by the testing company with number of tests and frequency as specified in the standard specifications. Copies of all compaction tests shall be given to the Engineer within 48 hours after completion of material testing. All areas not meeting the compaction requirements, shall be removed, reworked, or replaced by the contractor, until the testing results in compliance with the compaction requirements. No extra payment will be made to the contractor of retesting of failed material tests.

Manufactured materials delivered on the job site shall be certified by the manufacturer that the material complies with all applicable tests. All the test data shall be furnished with such certification.

Unless otherwise specified, the cost of test of materials and continuous plant inspection shall be considered included in various items of work and no additional compensation shall be allowed.

4-5.1 Buy America Requirements

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a) and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, palletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron shall be considered a manufacturing process subject to the "Buy America" requirements.

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

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

4-5.2 Alternative Equipment and Materials

Manufacturers warranties, guaranties, instruction sheets and parts lists, shall be furnished for all above ground pedestrian signal equipment and hardware supplied on this project and shall be delivered to the Engineer before acceptance of the contract.

Only equipment as documented and "APPROVED" by the Engineer prior to the start of construction can be supplied on this project. All new equipment or items used on this entire project shall be "LIKE" and shall be the product of one manufacturer. "LIKE" equipment means each item such as pedestrian heads, pedestrian mountings, pedestrian buttons, and etc. shall be of the same manufacturer. All new "Pedestrian Mountings" shall be assembled by the approved manufacturer or supplier of the equipment. (Not the Contractor)

Whenever certain of the plans or specifications provide that more than one specified method of construction or more than one specified type of construction equipment may be used to perform portions of the work and leave the selection of the method of construction or the type of equipment to be used up by the Contractor, it is understood that the City does not guarantee that every such method of construction or type of equipment can be successfully used throughout all or any part of any project. It shall be the Contractor's responsibility to select and use the alternative or alternatives which will satisfactorily perform the work under the condition encountered. In the event some of the alternatives are not feasible or it is necessary to use more than one of the alternatives of any project, full compensation for nay price paid for the item of work involved and no additional compensation will be allowed therefore.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAWS AND REGULATIONS

The Contractor shall protect and indemnify the City, the City Council, the Engineer, and all of its officers, agents and servants against any claim or liability arising from or based on the violation of any existing or future State, Federal or 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.

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.

5-3.2 Prevailing Wage Rates

For a project funded with federal funds as identified in the Legal Notice of the Project Specifications, all Federal requirements, the Davis Bacon Act, in particular, shall apply for the project. The Federal Prevailing Wage Rates attached in the Specifications shall apply. However, the state prevailing wage rates must apply to any classification that has a higher rate under state prevailing wage rate. Contractor is required to pay its employees the state prevailing wage rates when the prevailing wage rate is higher under the state than under the federal prevailing wage rates for any job classifications.

The Contractor shall comply with the provisions of 1770 to 1780, 1810 to 1815, 1860 and 1861 inclusive, of the California Labor Code, the latest prevailing rate and scale of wages established per the determination of the Director of the Department of Industrial Relations, State of California, and any latest changes thereto, on file with the Department of Public Works of the City of Orange, prior to the date on which notice inviting bids is last published in a local newspaper. The Contractor shall comply with the requirement of the payment of travel and subsistence payments to each worker on the work; he shall forfeit penalties prescribed therein for non-compliance of the said code. The Contractor shall post and keep posted, for the duration of the contract, a copy of said prevailing rates at the job site.

Contractor's attention is directed to the expiration dates of the wage decisions of each craft. Contractor's bid shall include any increase in labor cost anticipated after these expiration dates and no additional compensation will be allowed for such increases.

Copies of the State general prevailing wage rates are not sold at the City of Orange, but the prevailing wage rates are available for review at the Department of Public Works. Contractor can purchase the State general prevailing wage rates from the Department of Industrial Relations, Division of Labor Statistics and Research, Prevailing Wage Unit, 455 Golden Gate Avenue, 5th Floor, Room 5184, P.O. Box 420603, San Francisco, CA 94142-0603, telephone number (415) 703-4774.

In order to verify the compliance to the said code, the Contractor shall keep an accurate weekly record, for the duration of the contract period, of his and his sub-contractor's payroll statements showing wages paid each employee during each week and the employee work classification. The Contractor shall preserve such record for ninety (90) days after the date of recordation of the notice of completion of the contract and upon written notification by the Engineer these shall be submitted within ten (10) days to the Engineer for checking. Using State Form DH-C-347, Payroll Statement of Compliance, is an acceptable method of fulfilling the above requirement.

Certified Payroll Reports, Statement of Compliance and Fringe Benefit Statement must be signed by President or Owner of the Company including all subcontractors. Contractor may submit a letter of authorization for authorizing an individual such as, payroll officer, office manager, and secretary to sign all certified payroll reports. This letter must be submitted with the first certified payroll report.

Certified Payroll Reports shall be submitted to the City by close of business on the 15th day of the month for the prior month's work.

Contractor shall indemnify, protect, defend and hold harmless the City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense (including reasonable attorney fees, court and litigation costs, and fees of expert witnesses) which results or arises in any way from the noncompliance by Contractor of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages). It is agreed by the parties that Contractor shall bear all risks of payment or non-payment of state prevailing wages. The foregoing indemnity shall survive termination of the contract and shall continue after completion and acceptance of the work.

5-3.5 Apprentices and Fair Employment Practices

Attention is directed to the provisions in Section 1777.5 and 1777.6, Division 2, Part 4.5 and Division 3, Chapter 4 of the California Labor Code concerning fair employment practices and the employment of apprentices by the Contractor or any sub-contractor under him. The Contractor and any sub-contractor under him shall comply with the requirements of said sections in the employment of apprentices, and fair employment practices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, Ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards or its branch offices.

5-4 LIABILITY INSURANCE

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

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Contractor shall maintain limits no less than:

- | | | |
|---------------------------|-------------|--|
| 1. General Liability: | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| 3. Workers' Compensation: | | As required by the State of California. |
| 4. Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Each policy of general liability and automotive liability insurance shall contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, agents and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured Endorsement (Insurance Services Office, Inc. Form CG 20 10 11 85 or such other form as may be acceptable to the City) to the Contractor's insurance policy, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials and employees. Any insurance or self-insurance maintained by the City, its officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been provided to the City

The Contractor shall furnish the City with original certificates of insurance and endorsements effecting coverage required by this clause. The endorsements should be on forms acceptable to City. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

All insurance procured and maintained by the Contractor shall be issued by insurers admitted to conduct the pertinent line of insurance business in the State of California and having a rating of Grade A or better and Class VII or better by the latest edition of Best's Key Rating Guide.

Contractor shall immediately notify the City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by the City. In such a case, the City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

Contractor hereby agrees to waive subrogation which any insurer of the Contractor may acquire from the Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

The Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

5-9 PUBLIC SAFETY

The Contractor shall have at the worksite copies of suitable extracts of the most current edition of the California Occupational Safety and Health Act as superseded by Federal Occupational Safety and Health Act. The Contractor shall comply with provisions of these and all other applicable laws, ordinances and regulations.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

Prior to the commencement of construction, arrangements will be made for a meeting between the Contractor and the Engineer. The purpose of this meeting is to coordinate the activities of the Contractor within the limits of this contract, review scheduling, discuss construction methods and clarify inspection procedures. The Contractor shall submit at this meeting, for approval by the Engineer, the schedule required in the Standard Specifications showing the number of calendar days required to complete the project.

The Construction Schedule must be submitted to the City for review and approval at the Pre-Construction Meeting. The Contractor cannot start any work until the construction schedule has been accepted by the City. The construction schedule must be prepared using Critical Path Method (CPM) and shall be revised and resubmitted if the schedule fails to reflect the actual progress.

6-1.2 Commence of the Work

The Contract Time shall commence upon the project start date identified in the Notice to Proceed issued to the Contractor. The Contractor shall not begin any construction on this project prior to this date, unless explicitly authorized by the Engineer. Work on non-construction items such as Traffic Control Plans, CMS signs placement, and Public Notification may begin before the date identified in the Notice to Proceed, if approved by the Engineer.

The Contractor shall begin the Work within 15 days of the date stipulated in the Notice to Proceed and shall diligently prosecute the Contract to completion within the time limit provided in the Contract. Failure to begin work on the project within 15 days after the Notice to Proceed date may be considered as grounds for termination of the contract due to contractor breach as described in Section 6-7 Termination of the Contract for Default.

Work shall not commence prior to approval of a Baseline Construction Schedule by the Engineer. The Contractor's failure to submit an acceptable Construction Schedule prior to the project start date identified in the Notice to Proceed shall not entitle him to an extension of time or additional working days.

The Contractor shall notify the Agency Representative of his intent to begin work at least two (2) working days prior to the start of any scheduled or rescheduled work.

6-1.3 Scheduling Restrictions and Construction Requirements

- a) Working Hours shall be per Section 6-3.3.
- b) **The Contractor shall submit the material submittals of traffic signal pole within ten (10) calendar days of Notice of Award to the City for review and shall place an order of traffic signal poles within five (5) calendar days of approval of material submittals. The proof and estimated lead time of purchased traffic signal poles shall be submitted to the City for acceptance. No extension of time will be granted for failure of the Contractor to comply with the specified requirement.**
- c) When performing asphalt concrete paving operations, Contractor shall schedule all work for any street on same day including intersections. The Contractor shall not be allowed to pave any roadway without having scheduled to complete on the same work day.
- d) The roadway is expected to be fully operational during evening peak traffic hours and all day on holidays, Saturdays and Sundays.
- e) Contractor to schedule and phase work to maintain through traffic to one lane minimum each direction for duration of the project.

6-1.4 Public Works Inspection Outline

The City of Orange requires inspection at the minimum, but not limited to, the following outline.

I. Required Inspections

- A. Curb and gutter, sidewalk, aprons, curb returns and cross gutters
- B. Subgrade, rock grade and paving (in street areas)
- C. Backfill of all utility trenches in the public right-of-way, easements and private streets

II. Conformance with the Approved Traffic Control and Traffic Safety Plan

Inspections and requirements for each of these areas are explained below.

If any work requiring inspection is covered or concealed by additional work without first having been inspected, the Construction Inspector shall require, by written notice, that such work be exposed for examination.

- A. Curb and gutter, sidewalk, apron, curb return and cross gutter
 - 1. Subgrade
 - a. Prior to placement of concrete
 - 2. Forms
 - 3. Placement of concrete
 - 4. Copies of all concrete tickets
 - 5. See Item A-6b; "Sewer trench backfill"
- B. Subgrade, rock grade and paving
 - 1. Compaction
 - a. Subgrade: 90% R. C.
 - b. Rock grade: 95% R. C.
 - 2. Compliance with plan grade and depth
 - 3. Prime and tack
 - 4. Headers, if required
 - 5. Placement of asphalt concrete
 - 6. Copies of all aggregate base and asphalt concrete tickets
 - 7. See Item A-7a, b; "Low pressure air test"
- C. Backfill of all utility trenches in the public right-of-way, easements and private streets
- D. Traffic Signal Inspection
 - 1. Conduit Installation
 - 2. Foundation Layout/excavation
 - 3. Controller foundation and cabinet installation
 - 4. Standing signal poles and installation of signal equipment prior to erection
 - 5. Pulling signal wires/cables and final cabinet hookup and cabinet/pole bonding

All traffic signal installations are to be inspected by the Traffic Engineering Division. Requests for inspection shall be made at least 48 hours in advance of the actual time work is to be performed. The Contractor shall be responsible for notifying the Traffic Engineering Division when such work is ready for inspection. Should work be covered without inspection or approval, it shall, if so ordered be uncovered at the Contractor's expense.

At all times the work site shall be open and accessible to an inspection by a duly authorized representative of the City of Orange Traffic Engineer or Operations Manager.

- E. Signing and Striping
 - 1. Layout

2. Application
3. RPM Installation

6-2 PROSECUTION OF WORK

To minimize public inconvenience and possible hazard, restore street and other work areas to their original condition as soon as practicable, and allow for cooperative work by the City, the Contractor shall prosecute the work to completion without break or interruption, achieving at least 50% of the average daily production except for conditions defined in Subsection 6-4.1. If as determined by the Engineer, the Contractor fails to prosecute the work to the extent that the above purposes are not being accomplished, the Contractor shall, upon orders from the Engineer, immediately take steps necessary to fully accomplish said purposes. All costs of prosecuting the work as described herein shall be included in the Contractor's bid. Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders from the Engineer to do so, the Engineer may suspend the work in whole or in part, until the Contractor takes said steps, or may pursue alternate means of seeking compliance. In addition, the Contractor is required to adhere to the following requirements prior to the placement of asphalt resurfacing on any street:

- A. Construction of **Glassell Street and Collins Avenue Intersection Left Turn Signal Modification** shall be completed in accordance with the approved plans provided by the City to the Contractor. All work shall also be completed in accordance with the approved traffic control plans provided by the Contractor to the City. Phasing of all work must be approved by the City Engineer prior to construction.
- B. The Contractor shall maintain access to local businesses and residences at all times.
- C. Portland Cement Concrete and Asphalt Concrete Preparatory Work:

The Contractor shall complete the following items prior to the placement of asphalt resurfacing on any street.

- 1) All portland Cement Concrete for cross gutter, spandrels, driveway and local depressions shall be placed within one (1) calendar days after removal of the existing concrete.
- 2) All portland Cement Concrete for curb and gutter, and curb ramps, shall be placed within two (2) calendar days after removal of existing concrete.
- 3) All Portland Cement Concrete repairs and construction for concrete shall be placed and allowed to cure for a minimum of three (3) calendar days prior to grinding or paving against concrete edge.

- D. Cold Plane:

For streets where the pavement is to be cold milled prior to asphalt overlay, the cold plane work shall be performed within the same week of local removal and replacement of existing roadway structural section with full depth (deep lift) hot mix asphalt concrete, crack sealant, and placement of the leveling course. No cold milled surface shall be left over the weekend.

- E. Asphalt Concrete Preparatory Work

The Contractor shall complete the following items prior to the placement of asphalt resurfacing:

1. Weed Control: Herbicide

Refer to Section 302-1

The Contractor shall apply a systematic herbicide and pre-emergent and follow all manufacturer's specifications. All applications of herbicides shall be in strict accordance with Cal-EPA regulations and California Department of Food and Agricultural Code. (For inspection purposes an ultra violet sensitive dye can be used in Herbicide mixture with approval).

All cracks or joints containing vegetation shall be sprayed twice with herbicides by licensed applicator as follows:

- a) First spray shall be twenty-one (21) calendar days prior to vegetation removal.

b) Second spray shall be seven (7) calendar days prior to vegetation removal.

2. Crack Cleaning and Sealing

Refer to Section 302-1

Twenty-one (21) calendar days after the first spray of herbicides or no sooner than the day prior to crack sealing, the contractor shall remove vegetation in all cracks or joints and shall sweep and clean the pavement surfaces of all vegetation, dirt, oil deposits, and other objectionable materials.

3. Pavement grinding shall be in areas noted on the plan or as directed by the Engineer to remove the existing surface course asphalt pavement and older pavement reinforcing fabric installation to the minimum depth specified on the plans.

F. Asphalt Concrete Pavement Overlay

At the cold plane locations shown on the plans, a minimum 2" thick of asphalt rubber hot mix (ARHM) surface course asphalt overlay will be constructed to complete the resurfacing.

G. Traffic Striping, Raised Pavement Markers and Pavement Legends

The work shall be complete per Plans and as directed by the City Traffic Engineer. Any improperly installed traffic striping markings and markers shall be removed and reinstalled by the Contractor at the Contractor's expense.

H. Stockpile Site / Staging Area:

The City is not responsible to provide stockpile site / staging area to the Contractor. Contractor must locate a staging area with no additional cost to the City.

The Contractor must provide the City the address and contact information of the stockpile site. The stockpile site must not be in the residential area and it is subjected to all the requirements of the project specifications.

6-3 TIME OF COMPLETION

Once the date of contract is established by the Successor Agency, the Contractor shall strictly adhere to the time of completion in calendar days set forth in the proposal and any legal extensions granted thereto by the Successor Agency in accordance with the terms of the specifications. He shall keep his own record of number of calendar days originally specified in the proposal and the number of days remaining in the contract time.

6-3.3 WORKING DAY

Normal working hours are from 8:30 A.M. to 3:30 P.M. Working days shall be limited to Monday through Friday, excluding all City observed holidays, and no work will be permitted outside normal working hours except under extraordinary circumstances and with prior approval of the City Engineer.

6-4.2 Extension of Time

In the event the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to increase the number of calendar days for completion or not, as may seem best to serve the interest of the City.

Except for the delays beyond Contractor's control as described in Sections 6-4.1 and 402-5, the City shall have the right to charge the Contractor, his heirs, assigns or sureties and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the Contractor and which accrued during the period of such extensions except that the cost of the final services and preparation of the final estimates shall not be included in such charges.

In addition to the above charges, Contractor shall pay to the Successor Agency liquidated damages as specified in Section 6-9 for such delays.

No extension of time for the completion of the work called for under the contract shall be allowed unless at least twenty (20) days prior to the time fixed for the completion thereof, or the time fixed by the Successor Agency Board of Directors or its designee for such completion as extended, Contractor shall have filed application for extension thereof, in writing, with the Engineer.

6-9 Liquidated Damages

For each consecutive calendar day in excess of the time specified, as adjusted in accordance with Subsection 6-6, for the completion of the work the Contractor shall pay to the City, or have withheld monies due it, , the sum of **\$500 per day**.

For each consecutive calendar day in excess of the time specified, as adjusted in accordance with Subsection 6-6, for completion of the work and submission of all paperwork sixty (60) calendar days after Notice of Completion, the Contractor shall pay to the City or have withheld from monies due it, the sum of **\$250 per day**. The submission of all paperwork includes but not limited to Certified Payroll Records, Final Report Utilization of DBE, Final Compaction Report, Copies of Recorded Centerline Ties with the County Surveyor's office, Record drawings (As-built), Material Disposal/Recycle Form, and Executed Final Contract Change Order, and any necessary documents to close-out the project.

SECTION 7 - MEASUREMENT & PAYMENT

7-2.1 FINAL PAY QUANTITY

When an item of work is designated as a final pay quantity in the Method of Measurement, or Basis of Payment, or Bid Schedule as (F), the estimated bid quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion or the quantity 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 or the quantity of the item are revised, and the revision results 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 or the quantity. The Contract Unit Price adjustment will be per Section 7-3.5 Contract Unit Price.

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 a final pay quantity in the Method of Measurement or Basis of Payment or Bid Schedule 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 adjustment will be made in the event that the quantity based on computations does not equal the estimated quantity except under the following conditions: In case of discrepancy between the quantity shown in the Bid Schedule for a final pay item and the quantity or summation of quantities for the same item shown on the plans or in the proposal, payment will be based on the quantity shown in the Bid Schedule.

7-3.2 Partial and Final Payment

Partial payments, except the final payment, shall not be made for periods of less than one month. To claim a partial payment on the amount due or the final payment itself, the Contractor shall obtain approval of measurement of quantity of work completed from the City inspector and shall prepare an invoice showing bid items, unit bid price, quantity completed, quantity previously paid, total quantity as of the date of invoice, amount claimed in the invoice, previous payment, amount to be retained, and the contract amount unless satisfactory substitution as permitted by the provisions of this section are provided by the Contractor; the amount to be retained by the City shall be 5% of the work completed as of the date of the payment request. The invoice shall be submitted to the Project Manager, payments are made by the Finance Department the following week in which they are approved.

After completion of the contract, the City Council shall, upon recommendation of the Engineer, accept the work as completed and authorize the final payment.

The final payment shall be the entire sum found to be due the Contractor after deducting there from all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The final payment of the retention amount to the Contractor shall be made thirty-five (35) days from the date of the recording of the Notice of Completion of the work after it is accepted by the City and shall be made on a duly certified voucher therefore, except as State Law may permit Contractor to receive said final payment prior to said thirty-five (35) day period after acceptance of work by City.

It is mutually agreed among the parties to the contract that no certificate given or payment made under the contract, except the final certificate of final payment, shall be conclusive evidence of full or substantial performance of this contract; no payment shall be construed to be an acceptance of any defective work or improper material.

Unless a written notice of protest disagreeing with the approved final payment and a notice of intentions of additional claims is filed with the Engineer prior to acceptance of the approved final payment, the acceptance of the final payment by the Contractor shall release the City, the City Council, and the Engineer from any and all claims or liabilities on account of work performed by the Contractor under the contract or any alterations thereof.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the City of Orange. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Orange. This clause applies to both DBE and non-DBE subcontractors.

The prime contractor agrees further to release retainage payments to each subcontractor within 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 of Orange. This clause applies to both DBE and non-DBE subcontractors.

7-3.2.1 Substitution of Securities for Retention

In lieu of the City's retaining a portion of progress payments due a contractor, the contractor may elect to deposit qualifying securities equivalent to the amount to be held. Upon such deposit under an escrow agreement, the funds must be released. The California Public Contract Code specifies the exact form of escrow agreement (Contract Code Section 22300, Subdivision E).

7-3.3 Delivered Materials

Materials delivered, but not in place, will not be classed as work done, except as otherwise provided in the specifications.

7-3.4 Mobilization

Mobilization shall include the costs incurred by the Contractor for providing bonds, insurance, permits and licenses as required; initial move-in costs of labor, equipment tools, materials and incidentals; all subsequent move-in and move-out costs for construction of the different items of work required by either the Contractor's operations or due to the coordination required by the Contractor with subcontractors, utility agency work, or unforeseen delays described in Section 6-4.2 beyond the control of both the Contractor and the City; and all the preparatory work and operations for which no separate bid item is provided in the proposal.

Payment for mobilization shall be made either at the lump sum price bid for mobilization or at the fixed price provided in the proposal by the City. A payment in the amount of 80% of the mobilization item shall be included in the first

partial payment and the remaining 20% shall be included in the final payment, except as otherwise stated in Section 9-3.2.

Payment for **MOBILIZATION** shall be considered to be included in the various items of work if no separate bid item for mobilization is provided for in the proposal.

7-3.5 Contract Unit Prices

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve a substantial change in character of the work from that shown on the Plans or included in the Specification, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contractor Unit Price.

In the case of such an increase or decrease in a Major Bid Item, the use of this basis for the adjustment of payment will be limited to that portion of the change, which together with all previous changes to that item, is not in excess of 25 percent of the total cost of such item based on the original quantity and Contract Unit Price. Adjustment in excess of 25 percent may be done by extension of Contract Unit Prices as described above, or pursuant to **Section 7-3.5.3**.

A Major Bid Item is identified as a Bid Item that has a total cost of \$50,000 minimum or 10% of the Total Contract Cost whichever is greater.

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in character of the work from that shown on the Plans or included in the Specifications, an adjustment will be made in accordance with **Section 7-3.5.3**.

Should any Contract item be deleted in its entirety, payment will be made only for actual costs incurred prior to notification of such deletion.

7-4.1 Extra Work: General

If the City and the Contractor cannot reach an agreement to establish an agreed lump sum price or stipulated unit prices, the City reserves the right to direct the Contractor to perform such work using an acceptable substitute subcontractor. The City may order the Contractor to obtain bids from three or more subcontractors to perform such work. Upon written approval of a subcontractor selected by the Engineer, the Contractor shall enter into a subcontract with such subcontractor to perform such work. All the Contractor's markups shall be in accordance with the provisions of **Section 7-4.3**.

The extra work as defined in this section of Standard Specifications, and any work done beyond the lines and grades shown on the plans, shall only be performed when ordered in writing by the Engineer. In absence of such written order, any such work shall be considered unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor's expense.

7-4.2 Basis for Establishing Labor Costs

The cost of labor shall be the actual cost for wages of workers performing the extra work based on basic hourly rate plus fringe benefits paid in accordance with the certified payroll statements, plus a labor surcharge of twenty (20%) percent. This labor surcharge shall be considered to include employer payment of payroll taxes, worker's compensation insurance, liability insurance, social security, Medicare, Federal and State unemployment, and the State training taxes. All other compensation to the Contractor for labor on extra work shall be considered included in the fifteen (15%) percent markup for overhead and profits as amended in **Section 7-4.3**.

7-4.2.3 Tool and Equipment Rental

When the rental rate of equipment includes an operator, the work performed by such rented equipment shall be considered subcontracted work and compensation shall be made to the prime contractor pursuant to **Section 7-4.3.2**. Any owned equipment rate shall be determined by Caltrans Equipment Rate latest edition.

7-4.3 Markup

7-4.3.1 Work by Contractor

A combined single mark up of 15% shall be allowed for labor, material, equipment rental, bonding, and other items and expenditures and shall constitute for all overhead and profit.

7-4.3.2 Work by Subcontractor

When any of the extra work is performed by a subcontractor, the markup established in **Section 7-4.3.1** shall be applied to the subcontractor's costs as determined under **Section 7-4.2**. Contractor is allowed to markup 5% to the sum of the subcontractor's costs and markup for all overhead and profit for the contractor on work by the existing subcontractor. Contractor can markup 10% to the sum of the subcontractor's costs and markup for all bonding, overhead, and profit for the contractor on work by a new subcontractor.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

Provisions of this section do not apply unless otherwise provided in Special Provisions.

PART 2

CONSTRUCTION MATERIALS

SECTION 200 - ROCK MATERIALS

The alternate rock products Type S as specified in Part 4 of the Standard Specifications for asphalt concrete, Portland Cement Concrete, and untreated base material with the latest revisions specified in OCPW Standard Plans 1804 and 1805 shall be used.

200-1.2 Crushed Rock & Rock Dust

Contractor shall use Rock Dust Blotter conforming to the requirements of Section 200-1.2 and 302-9.7 of the 2018 Edition of the Standard Specifications for Public Works Construction.

200-2.2 Crushed Aggregate Base

200-2.2.1 General:

Crushed aggregate base shall consist entirely of crushed rock and rock dust conforming to the requirements of 200-1.1 and 200-1.2 of the 2018 Edition of the Standard Specifications for Public Works Construction.

SECTION 201 – CONCRETE, MORTAR AND RELATED MATERIALS

201-1.1.2 CONCRETE SPECIFIED BY CLASS AND ALTERNATE CLASS

All references to the number of sacks of Portland Cement per cubic yard of concrete which are made on the Standard Plans shall be deleted. Portland Cement shall be measured in pounds per cubic yard of concrete in accordance with the classes specified in this section.

Concrete pavement, spandrels or bus bay within the roadway shall be high early Strength (7 Sack or higher) concrete mix with Class A Gradation. The high early strength concrete mix shall achieve a minimum compressive strength of 3,000 psi within 24 hours. Contractor shall submit mix design to the Engineer at least 2 weeks prior to placing any concrete.

Concrete for driveways, curb, curb and gutter adjacent to driveways, and sidewalk within the driveways shall be high early strength (7 sack or higher) concrete mix with Class C gradation. The high early strength concrete mix shall obtain a compressive strength of 3,000 psi in 24 hours. Contractor shall submit mix design to the Engineer at least 2 weeks prior to placing any concrete.

201-4 CONCRETE CURING MATERIALS

201-4.1 Membrane Curing Compounds

201-4.1.1 General

Concrete curing compound shall be Type 2.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

Section 900-4.1 of these additions shall apply.

Construction of Asphalt Concrete Overlay and Densely Leveling Course, shall be in accordance with Subsections 203-6, "Asphalt Concrete," and 302-5 "Asphalt Concrete Pavement." of the Standard Specifications modified or supplemented herein.

- A. Asphalt concrete (A.C.) areas shall include reconstruction areas as shown on the Plans.
- B. The overall asphalt concrete thickness shown on the Plans shall be placed in two courses. The surface course shall be Asphalt Rubber Hot Mix (ARHM-GG).
- C. The contact surfaces of all cold pavement joints, curbs, gutters, etc. shall be painted with Grade SS-1h emulsified asphalt immediately before the adjoining A.C. pavement is placed.
- D. Asphalt concrete base paving or leveling shall consist of Type III B2 PG 64-10 (3/4" sieve size).
- E. Finished surface of the new pavement at the edge of gutter shall be flush with the edge of the gutter in all crosswalk areas and shall be 3/8" higher than the lip of gutter in all other areas.

Surface Course Paving shall be as specified, but not be less than 2" thick.

203-11 ASPHALT RUBBER HOT MIX (ARHM) WET PROCESS

Asphalt Rubber Hot Mix (ARHM) shall consist of furnishing, spreading and compacting ARHM wearing course and shall conform to all applicable Sections of the Standard Specifications (including 203-11 (wet process) and 302-9). This item shall also consist of applying paint binder (tack coat) to the existing pavement surface and vertical surfaces to be joined.

ARHM shall conform to Asphalt Rubber Hot Mix Gap Graded (ARHM-GG) of the Standard Specifications.

The ARHM shall conform to subsection 203-11 Class ARHM-GG-B.
Surface course paving shall be as specified but shall not be less than 2" thick.

Contractor shall use a Rock Dust Blotter in accordance with Subsections 200-1.2 and 302.9.6.

Finished surface of the new pavement at the edge of gutter shall be flush with the edge of the gutter in all crosswalk areas and shall be 3/8" higher than the lip of gutter in all other areas

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS

211-1.1 Laboratory Maximum Density

Method 2: Wherever relative Compaction is specified to be determined by Test Method No. Calif. 216, the relative Compaction will be determined by Test Method No. Calif. 216 or 231 (A. S. T. M D2922, Method B). The area, as stated in Test Method No. Calif. 231, may be represented by one or more individual test sites.

Laboratory Maximum Density tests shall be per Method 2 of Section 211-1.1. The correction for oversize material as stated in Test Method No. Calif. 216 shall be replaced with Note 2 of A. S. T. M. D1557.

SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS AND PAVEMENT MARKERS

214-1 General

This section is REPLACED in its entirety with the following text.

Refer to the "Caltrans" Standard Specifications sections referenced herein for these additions to the "Standard

Specifications”.

“CALTRANS” STANDARD SPECIFICATIONS

The following Sections of the “Caltrans” Standard Specifications, and California Manual on Uniform Traffic Control Devices latest editions, shall be used for all work specified in these sections:

Section 14	Environmental Stewardship
Section 81	Miscellaneous Traffic Control Devices
Section 82:	Signs and Markers
Section 84:	Markings (sprayable thermoplastic & thermoplastic)
Section 95	Epoxy

The following additions, as revised, to Sections 81, 82, and 84, of “Caltrans” Standard Plans and Specification latest edition shall apply:

SECTION 81 – MISCELLANEOUS TRAFFIC CONTROL DEVICES

Section 81 and 95 of the with the following additions shall apply:

81-3 PAVEMENT MARKERS

81-3.01 Description

The work to be done shall consist of furnishing and placing pavement markers, of the types designated, as shown on the plans or where directed by the Engineer.

The Contractor shall install any and all Raised Pavement Markers as determined from a Street Inventory performed prior to start of construction and as directed by the Engineer. Existing striping to be replaced as part of this project shall be supplemented with RPM’s as directed by the Engineer, and as called for on the project plans. Type B (Blue) –Reflective, two way blue markers shall be installed as directed by the Engineer in line to each fire hydrant. Placement and location shall be per City of Orange Fire Department “Standards of Location.”

The Contractor shall install Type I two way blue reflective raised pavement markers conforming to Section 214 of the Standard Specifications, at all locations of existing fire hydrants within the street reconstruction limits. Markers shall be placed in accordance with City of Orange Fire Department Standards for fire hydrant replacement. Hot melt bitumen adhesive shall be used to cement the markers to the pavement.

81-3.02 Materials

The type of pavement markers to be supplied and installed for this project shall be:

- Type B: Blue-Reflective, Two-Way Blue
- Type C: Red-Clear Retroreflective
- Type D: Reflective, Two-Way Yellow
- Type G: Reflective, One-Way Clear

The Contractor shall submit to the Engineer a certification provided by the Supplier that the reflective pavement markers are in conformance to the requirements of these Sections of the Standard Specifications or that they are listed on the State Authorized Material List for signing and delineation materials

81-3.03 Construction

- 1) The pavement markers shall be cemented to the pavement with Hot Melt Bitumen Marker adhesive, including area where the markers are protected from all traffic, if a rapid set epoxy it used it shall conform to section 95-1.02E
- 2) Pavement markers will be placed on a line established by the Engineer. The line will be the painted channelization

placed on the street after the completion of the pavement work. Markers shall be placed a minimum of 14 days after surface course of asphalt concrete pavement has been placed.

All additional work necessary to establish lines for the markers shall be performed by the Contractor, including correction of minor irregularities in the line established by the Engineer.

- 3) The Contractor shall prepare and submit to the Engineer an implementation plan for the marker installation a minimum of 10 working days prior to application of pavement striping. The plan shall include, but not be limited to, the days and hours that the markers will be installed, and any lane closures proposed by the Contractor for the marker installation. If lane closures and/or traffic detouring is proposed, a schematic drawing denoting method and signing shall accompany the implementation plan.

82-3 ROADSIDE SIGNS

82-3.02B Metal Posts

This section is modified as follows

All new or relocated traffic signs shall be installed on two (2) inch square Telespar posts or equal per OCPW Standard Plan 1417.

82-3.03 CONSTRUCTION

Add the following to this section:

All new or relocated traffic signs shall be installed on two (2) inch square Telespar posts.

82-3.04 Payment

Unless provided with a separate bid item, payment for roadside signs shall be considered included in the lump sum bid item **SIGNING AND STRIPING**, and shall include full compensation for all labor, materials and equipment in furnishing and installing traffic signs complete, as specified in the Specifications and these Special Provisions, and as directed by the Engineer.

82-9 EXISTING ROADSIDE SIGNS AND MARKERS

At the direction of the Traffic Engineer, select signs shall be salvaged and taken to the City Corporation Yard at 637 West Struck Avenue.

82-9.04 Payment

Unless provided with a separate bid item, payment for relocate roadside sign shall be considered included in the lump sum bid item **SIGNING AND STRIPING**, and shall include full compensation for all labor, materials and equipment as specified in the Specifications and these Special Provisions, and as directed by the Engineer.

SECTION 84 –MARKINGS

84-1.01 GENERAL

All traffic striping, markings, and all other directional information that is eliminated due to construction shall be repainted and/or replaced by the Contractor as designated and approved by the Engineer.

Temporary or alterations to the existing traffic striping and markings shall be removed by wet sandblasting (or by other approved methods) when they are no longer required.

All existing traffic striping and markings, which will conflict with the new traffic stripes and markings, shall be removed by wet sandblasting (or by other approved methods).

All new traffic striping shall join existing traffic striping.

Traffic striping and markings plan shall supersede the "Caltrans" Standard Plans. All other striping, pavement marking, and curb marking not designated on the plans shall be done in accordance with the latest "Caltrans Standard Plans and Specifications" for Construction of Local Streets and Roads.

Sprayable thermoplastic (yellow or white) shall be used for all traffic striping (traffic lines). Thermoplastic shall be used for all pavement markings and legends.

All traffic striping lane line details to be reinstalled shall have raised pavement markers.

Any improperly installed striping and markers shall be removed by the Contractor at the Contractor's expense. All new traffic striping shall join existing traffic striping.

84-1.02 Control of Alignment and Layout

Prior to permanent paint application, the layout shall be spotted in advance and shall be approved by the Engineer. All new traffic striping shall join existing traffic striping.

84-2 TRAFFIC STRIPES, AND PAVEMENT MARKINGS

84-2.01 General

This work shall consist of furnishing and applying thermoplastic traffic stripes and pavement markings, including glass beads.

Thermoplastic shall be used for all pavement markings and legends.

84-2.02 Materials

84-2.02B Thermoplastic

The thermoplastic material shall conform State Specification PTH-02ALKYD. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of State Specification 8010-004 (Type II).

State Specifications for thermoplastic material and glass beads may be obtained from Caltrans Engineering Services (DES), Briget Paint and Pavement Striping Paints.

84-2.03C(2)(b) Extruded Thermoplastic Traffic Stripes and Pavement Markings

Thermoplastic traffic stripes shall be applied in accordance with the requirements specified for applying thermoplastic traffic stripes. Extrusion method shall be used for application of thermoplastic with a minimum thickness of 0.090-inch.

Thermoplastic (yellow and white) shall be used for all traffic striping (traffic lines). Thermoplastic shall be used for all pavement markings and legends . with a minimum thickness of 0.1-in

84-2.03C(3)(c) Stencils (Thermoplastic)

Stencils and the use thereof shall conform to the following requirements:

1. All pavement markings, legends, cross walks shall be installed with thermoplastic.
2. All stenciling shall match City of Orange stencils
3. Legends shall not be repainted or installed prior to the Engineer verifying and approving stencil compatibility

84-2.03C(4) Working Hours and Lane Closure Instructions

Thermoplastic and sprayable thermoplastic installation shall include lines, legends, cross walks, and all associated preparatory and protective activity and devices shall be allowed only during the following hours unless otherwise approved or directed by the Engineer:

Daytime Work: 8:30 a.m. to 3:30 p.m.
Nighttime Work: 10:00 p.m. to 6:00 a.m.

All street striping installation on major and primary arterial streets (lines only) shall be painted during evening hours of 10:00 p.m. to 6:00 a.m.

Legend installation of major and primary arterial streets (three thru travel lanes) shall allow for two (2) thru lanes in each direction to remain open at all times.

Legend installation on primary and secondary arterial streets (two thru travel lanes) shall allow for one (1) thru travel lane in each direction to remain open at all times.

All single left turn lane closures for legend painting shall be properly signed for "NO LEFT TURN".

All dual left turn lane closures shall allow for one lane to remain open at all times.

84-2.04 Measurement and Payment

In addition to items specified in Section 84-3.06, all costs for temporary pavement painting and detour traffic control for the convenience of the Contractor, including costs for the removal by wet sandblasting of existing and/or temporary markings that conflict with final traffic markings shall be included in the lump sum bid price for **TRAFFIC CONTROL** and no additional payment will be made to the Contractor.

The payment for **SIGNING AND STRIPING** shall be at the contract unit price bid per lump sum and shall include any additional traffic striping required to join existing traffic striping, temporary pavement painting and detour parking control for the convenience of the Contractor, striping all adjacent arterial intersections within project limits, removal by wet sandblasting of existing and/or temporary markings, full compensation for all labor, materials and equipment in furnishing and placing signing and pavement striping, markings (legends) and pavement markers, including Type B (Blue) pavement markers for fire hydrant locations per the latest California Manual on Uniform Traffic Control Devices, complete in place including adhesives' as shown on the plans, as specified in the Specifications and these Special Provisions, and as directed by the Engineer. No additional compensation will be allowed therefore

84-9 EXISTING MARKINGS

84-9.03B Remove Traffic Stripes and Pavement Markings (Sandblasting)

This section is modified as follows:

Remove traffic stripes before making any change to the traffic pattern. Completely remove traffic stripes and pavement markings, including any paint in the gaps, Traffic stripes and pavement markings shall be removed to the fullest extent possible from pavement by wet sandblasting or pavement grindings as approved by the Engineer.

Remove pavement marking such that the old message cannot be identified. Make any area removed by grinding rectangular. Water must not puddle in the ground areas. Fog seal ground areas on asphalt concrete pavement. Street sweeper or vacuum any residue before it can (1) be blown by traffic or wind, (2) migrate across lanes or shoulders, or (3) enter a drainage facility. All street and sidewalk areas shall be kept clean of all residue that may accumulate and interfere with or constitute a hazard to vehicular traffic or pedestrian travel.

Upon removal of existing striping, Contractor shall place temporary pavement lane tabs or pavement striping as required for control of traffic operations and as directed by the Engineer.

84-9.03C Remove Traffic Stripes and Pavement Markings Containing Lead

See Section 14-11.12 Removal Of Yellow Traffic Striping And Pavement Marking With Hazardous Waste Residue

84-9.04 Payment

The lump sum contract price for **INSTALLATION OF SIGNING AND STRIPING** includes full compensation for all labor, materials and equipment necessary for removing traffic stripes and pavement markings

SECTION 218 - ELECTRICAL COMPONENTS

Where applicable, Southern California Edison Company Standard Specifications and Standard Plans shall also apply.

PART 3

CONSTRUCTION METHODS

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING

In addition to the items specified in the Standard Specifications and as shown on the plans, the following items shall be considered included in clearing and grubbing:

1. Removal items shall include, but not be limited to trees, bushes, miscellaneous concrete improvements (footings), curbs, miscellaneous asphalt concrete pavement with subgrade, signs, wheel stops, all sawcutting, and miscellaneous removal of existing improvements before construction or installation of proposed improvements can be completed.
2. Protection items shall include, but not be limited to, existing adjacent curb and gutter, power poles, sidewalks, driveways, walls, fences, irrigation improvements, shrubs, AC pavement, utility facilities, etc.
3. Existing natural ground, A.C., and P.C.C. surfaces adjacent to the construction areas shall sawcut and removed, re-graded and replaced with Sod as shown on the plans and as necessary to maintain a smooth transition between existing and proposed improvements, as directed by the Engineer.
4. Grading to match existing ground within right-of-way shall have a maximum slope of 4:1 and all such graded areas shall be restored to existing condition. All existing grass areas shall be replanted in kind with grass seed and lawn topper. All landscaped areas that have plants trimmed to be removed and replanted, and any tree root trimming required for improvement, shall be done to the satisfaction of the Engineer
5. The Contractor shall investigate the location of irrigation lines and sprinklers during this bidding process. All costs to protect-in-place or relocate as necessary to construct improvements shall be included in the various items of work for repair and installation of private property landscape and irrigation. Sprinkler systems to be relocated shall not be out of service for more than two consecutive days. No additional or separate payment will be made for sprinkler modifications, relocations, or installation.
6. Additional removal and replacements as the result of the Contractor's construction operation and/or as necessary to conform to City of Orange construction standards shall be considered as miscellaneous clearing and grubbing and no additional compensation shall be allowed.
7. Coordination with all utility company work related to the project including below ground grade removals, adjustments, etc. shall be included in various items of work, and no additional compensation will be allowed.

No additional compensation shall be allowed for all the above items and the payment shall be included in the contract bid price for the various items of work that require necessary clearing and grubbing and removals.

300-1.3 Removal and Disposal of Materials

300-1.3.1.1 Materials Disposal

The City of Orange strongly encourages the Contractor to recycle all the removed bituminous pavement and concrete material. The disposal of unsuitable material such as concrete, reinforced concrete, and asphalt concrete must be disposed offsite legally and tracked by contractor.

The Contractor shall obtain weight tickets from the disposal site or material plant and submit all the tickets to the City with the monthly progress payment request.

The progress payment will not be processed until evidence documenting all the bituminous and concrete materials removed and disposed offsite are provided to the City.

300-1.3.2(a) Saw Cutting

Saw cutting of edges of bituminous pavement to be joined shall be required prior to final repair, unless directed otherwise by the Engineer.

Limits of all concrete and asphalt pavement surfacing improvements shall be sawcut to a minimum depth of four (4) inches with a power driver saw before removing or breaking of existing improvements.

Saw cutting for curb ramp construction shall include both horizontal and vertical sawcuts as required to complete the work as shown on the plans and as directed by the Engineer.

300-1.3.2(b) Curb and Gutter

No section of curb and gutter to be replaced shall be less than 72 inches, measured parallel to the flow line. If construction joints, score lines or fractures are present within 72 inches of the proposed removal area, measured parallel to the flow line, removals shall be extended to the nearest score line or joint, or to the nearest score line or joint beyond the fractured area.

Removal of improvements covered by this section shall include sawcutting and removal of a twelve (12") inch wide section of the adjacent bituminous pavement. Replacement of said pavement shall be full depth in-kind.

Sidewalk shall be saw cut along and removed at the nearest scoring line or joint for the full width of sidewalk. No section of driveway to be removed or replaced shall be less than 6 feet in width.

300-1.3.2(c) Tree Roots

Clearing and grubbing for sidewalk shall include removal of all tree roots in excess of one-half (12mm) inch diameter to minimum depth of six (150 mm) inches below sidewalk subgrade prior to placing concrete. Prior to removal of tree roots in excess of 3 (72 mm) inches in diameter, the City Tree Services Coordinator will be contacted to determine need for removal. Should the arborist determine that root removal would impair the health or structural stability of the tree, the contractor will allow sufficient time for removal of the tree by the City. Imported backfill shall be placed and compacted to fill any voids created when roots are removed.

300-1.3.2(d) Sidewalk

Sidewalk shall be saw cut along and removed at the nearest scoring line or joint for the full width of sidewalk. No section of driveway to be removed or replaced shall be less than 6 feet in width. All removed materials shall be properly disposed of outside of the right-of-way by the end of each work day. No materials shall be placed or stored in the parkway. The roadway and adjacent areas shall be left with a neat and finished appearance.

300-2.2a Unstable Subgrade in Roadway Excavation

When unstable subgrade material is first encountered, the Contractor shall use lightweight equipment to complete the

excavation, hauling, rough and fine grading, laying of fabric, and placing of base material. The Engineer shall approve one of the following prior to continued excavation:

Alternate No. 1:

- 1) Over excavate subgrade 12" below recommended structural section.
- 2) Place geofabric and pin fabric at 6' (max) on centers from the edges inward with 8" steel, hooked pins. See Section 300-10.1.1 for fabric placement.
- 3) Place 12" of ¾" aggregate base material using lightweight equipment per Section 300-10.1.1.
- 4) Place recommended street structural section.
- 5) Contractor shall minimize wheel load repetitions by using track vehicles and steel wheeled rollers.
- 6) Base and sub-base material shall be compacted to 90% relative compaction.

Alternate No. 2:

- 1) Over excavate subgrade 12" below recommended structural section.
- 2) Establish grade using lightweight equipment that will not cause rutting greater than 2" deep. Use track vehicles or lightweight dozers as required by the Engineer.
- 3) Place 3" crushed rock a minimum 6" thick and roll with steel wheeled roller. Equipment shall not be allowed directly on the prepared grade during placement of the rock. Allow rock to set up a minimum of 4 hours. Contractor shall be responsible for surface water diversion and the cost for removal of saturated subgrade due to intrusion of surface water.
- 4) Place ¾" aggregate base material over the rock in minimum of 6" lifts. Equipment shall not be allowed on the rock until the subgrade is established for the street structural section. Lightweight equipment shall be used for the placement of the aggregate base material.
- 5) Place recommended street structural section. Equipment selection shall be as approved by the Engineer.
- 6) Base and sub-base material shall be compacted to 90% relative compaction.

300-2.8 Unclassified Excavation: Measurement

The measurements for the bid item for Unclassified Excavation shall include excavation within the roadway prism and excavation within all the cut areas as shown on the plan.

300-2.9 Unclassified Excavation: Payment

The payment for Unclassified Excavation shall include all unclassified excavation, placing and compacting selected local borrow from the cut areas to the fill areas shown on the plan and disposal of the surplus material off the site. No separate measurement or payment shall be allowed for the placing and compacting of selected local borrow in the fill areas shown on the plans.

SECTION 301 - SUBGRADE PREPARATION, TREATED MATERIALS AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.3 Relative Compaction

In "deep lift" asphalt concrete roadway structural sections of thickness 9 inches or greater, the top 6 inches of subgrade material shall be compacted to a relative compaction of 95 percent.

301-2 UNTREATED BASE

301-2.1 General

County of Orange – Resources Development and Management Department (RDMD) Standard Plan 1804 revisions shall apply.

SECTION 302 - ROADWAY SURFACING

302-1 PAVEMENT PREPARATION

Follow the cold plane work no more than **one (1) calendar day** prior to placement of asphalt concrete leveling course/overlay, the Contractor shall vacuum sweep and clean the pavement surfaces of all vegetation, dirt, oil deposits, and other objectionable materials. All cracks greater than or equal to ¼ inch in width shall be filled with crack sealant. The pavement surface should be warm, dry and free of any dust, dirt and deleterious material before applying the crack sealant.

Immediately prior to crack sealing, the Contractor shall sweep and clean up the pavement surfaces of all vegetation, dirt, oil deposits, and other objectionable materials. All pavement cracks ¼ inch or wider shall be cleaned using a wand and compress air. The compressor used shall be a minimum of 90 cfm and equipped with a device to remove moisture from the compressed air. Air cleaning shall be performed immediately before the application of the crack sealant and shall remove all dust, dirt, oil and other foreign matter. Areas where cracks or voids exceed ¾ inch shall be filled with Hot Mix Asphalt Concrete, and the surface shall be leveled with adjacent surface.

Crack sealing material shall be Crafc-Polyflex Type 3 (Part No. 34521) or approved equal. The contractor shall submit for approval the material he intends to use for crack sealant **two (2) weeks** prior to its incorporation into the work. Sealant shall be applied at the recommended pour temperature using either a wand equipped with an applicator disk or a squeegee. The joint shall be filled to the top without the formation of voids. Cracks shall be filled flush with the pavement surface surrounding the cracks and any overfill shall be squeegeed so that there is no overhand cap above the surface and the width does not extend beyond the crack edges.

The Contractor shall be responsible for determining the extent of the crack sealing. He shall ensure that sufficient crack sealing is performed to prevent reflective cracking through to the new street surface. Prior to any crack sealing to be performed, the Contractor shall meet with the Agency Representative in the field to discuss extent and adequacy of the work as well as the street surface preparation to receive crack sealant.

When required by the Special Provisions, the Contractor shall perform AC Repair prior to asphalt concrete overlay operations. Payment for this work shall be separate and is not included in the unit price bid for unclassified excavation.

The Contractor shall coordinate these procedures with the City Inspector.

Payment for **WEED KILL AND CRACK SEALANT** shall be included in the unit prices for asphalt concrete bid items and shall include all related material, labor and equipment necessary for weed kill and placement of sealant.

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General

OCPW Standard Plan 1805 revisions shall apply.

302-5.2.1 PAVING REQUIREMENTS

Asphalt concrete paving required for parking lot and street overlay shall be placed in the same week of cold milling of the locations. The Contractor shall not leave an exposed milled surface over the weekend or holidays without the explicit approval of the City. Payment Reduction for non-compliance shall be per Section 302-5.9.1 of these Special Provisions.

Asphalt concrete paving required for **AC Paving for Repairs Prior to AC Overlay shall be placed within the same workday as Cold Milling for AC Repairs Prior to AC Overlay.** Payment Reduction for non-compliance shall be per Section 302-5.9.1 of these Special Provisions.

Asphalt concrete paving required for **AC Slot Paving Adjacent to New PCC Installation shall be placed within 48 hours** after removal of form boards. The Contractor shall re-compact the subgrade of the AC slot removal and perform Full Depth AC Slot Paving. All new AC pavement adjacent to new PCC installation shall be a minimum of 1-foot wide and up to a maximum of 4-foot wide, as determined by the City Representative, and constructed to the full depth of the trench, unless otherwise approved by the Engineer. **No separate payment will be made for AC Slot Paving Adjacent to New PCC Installation**, full compensation for this work shall be considered as included in the unit price bid for the related PCC construction items and no additional compensation will be made.

No trench shall be left open over the weekend or holidays without the explicit approval of the City. Payment Reduction for non-compliance shall per Section 302-5.9.1 of these Special Provisions.

All soils and AC materials are subjected to testing by a lab approved by the City.

302-5.5 Distribution and Spreading

At all locations where new asphalt concrete pavement is joining or overlaying existing asphalt pavement, the Contractor shall feather the new pavement to form a smooth transition with the existing pavement. The final or surface layer of asphalt concrete shall not be placed until all on-site improvements have been completed, including all grading. The Contractor shall be responsible for maintaining locations of all gate valves during construction operations. The Contractor may salvage and utilize all existing caps and sleeves but shall be required to furnish all sleeve extensions and replace any lost caps or sleeves.

The self-propelled, mechanical spreading and finishing machine, when placing the surface course, shall be equipped with an electronically-actuated screed adjusting mechanism which will automatically maintain the required elevations; a side-mounted extension arm shall be used to minimize surface undulations longitudinal to the machines travel.

302-5.5.1 Distribution and Spreading: Leveling Course and Skin Patch

Prior to installation of final finished course or asphalt concrete (A.C.) overlays on existing pavement, Contractor shall construct asphalt concrete leveling course or skin patch in areas as directed by the Engineer. Payment for skin patch and leveling course shall be included in the unit price bid for asphalt concrete.

302-5.6 Rolling

Initial or breakdown compaction shall consist of a minimum of three coverages of a layer of asphalt mixture. A pass shall be the 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 to be part of the coverage being made and not part of a subsequent coverage. Each coverage shall be completed before subsequent coverages are started. Three-wheel rollers shall not be permitted and pneumatic rollers shall be used on lower layers only. Each lane of the top layer, once commenced, shall be placed without interruption.

302-5.8 Adjustment of Manhole Frame, Water Valve and Survey Monument Frame and Cover Set to Finish Grade

All sewer and storm drain manholes, water valve frame and covers, monitoring well covers to be adjusted to grade by the Contractor shall be done in a workman like manner and all such work shall be done in cooperation with the utility owner. The Contractor shall be responsible for any costs resulting from the Contractor's failure to do the work at such times as are acceptable to the owner. The Contractor shall notify owner at least forty-eight (48) hours in advance of any work on any of their facilities.

If the required adjustment of these owner-adjusted utility covers will impact the Contractor's subsequent work (for example traffic striping and/or traffic loop replacement), then the Contractor shall coordinate his work schedule and/or perform follow up work to ensure that the quality of the final product is not compromised. The Contractor shall be responsible for any costs resulting from the Contractor's failure to do the work at such times as is acceptable to the owner.

The Contractor shall be responsible for maintaining locations of all gate valves during construction operations. Prior to performing any construction work on the street, the Contractor shall measure and tie out all at grade utility structures to be adjusted prior to completion of the project. Copies of all measurements shall be given to the City's Inspector and City's Water Division upon completion of field measurements.

This work shall consist of removing/replacing and adjusting existing water valve boxes, adjusting manhole frame and covers to the finished grade where called for on the plans and in accordance with all applicable provisions of Section 302-5.8.

All existing water valve boxes shall be removed and disposed of by the Contractor. Valve box lids and covers must be returned to the Water Division Yard. All valve boxes shall be replaced with new valve boxes and covers per City of Orange Water Division Standard Drawing. No. 101 (Style 4TT). Prior to the removal of existing valve boxes, the contractor shall make accurate written records of the location of all existing valve boxes. The Contractor shall be responsible for furnishing all water valve boxes and frames required to complete adjustment of the existing water valve locations.

The removal and disposal of existing water valve boxes shall be included in the unit price bid for replace water valve box to finished grade. The Contractor shall be responsible for furnishing all labor, materials, and equipment related to the installation of the valve boxes. The **payment for adjusting water valve box to grade** shall include furnishing new valve box extension pipe, and all materials, tools, and equipment and labor to complete all necessary work.

All water valve covers and cans shall be adjusted to grade within 10 working days after being paved over. Notwithstanding, the Contractor shall raise all valves within the vicinity of and before placing traffic detector loops. The Contractor shall be responsible for cleaning all water valve can necks clear of debris before, during and after construction and marking all ties clearly in the field for the Division use during construction operations. The Contractor shall verify in writing to the City's Inspector and City Water Division representative prior to covering over water valves that:

- Water valve cans necks are cleaned, tied out and the ties are transmitted herewith.
- Water valve ties are marked clearly in the field and Contractor has field reviewed ties with Water Division representative.

All manholes shall be raised after paving is complete.

The Contractor shall exercise care so that surface materials such as rocks, dirt and debris do not enter sewer or storm drain lines. Construction materials or debris emitting for the Contractors work and entering the storm drain and sewer manholes shall be removed by the Contractor prior to finalization of the Construction contract.

Payment for **ADJUST MANHOLE TO GRADE AND CONSTRUCT CONCRETE COLLAR PER CITY STD. 407 AND 408** shall be included in the unit price bid for each item and shall include all labor, materials, and equipment necessary to complete the work. No additional compensation will be allowed thereof.

Payment for **ADJUST/REMOVE AND REPLACE WATER VALVE BOX PER CITY STD. OWD-101** shall be paid at the contract unit price per each item and includes furnishing new valve box, valve box extension pipe and all materials, tools, equipment and labor to complete all the necessary work.

Payment for **ADJUSTING SURVEY MONUMENT FRAME AND COVER** set to grade shall be included in the unit price bid for the various items of work being affected. No additional compensation will be allowed thereof.

302-5.9.1 Payment Reduction for Non-Compliance

ADD the following new Subsection 302-5.9.1:

Payment to the Contractor will be reduced for any asphalt concrete bid item for which the asphalt concrete is not placed, rolled, compacted and finished, complete in place within the time limits described by these Special Provisions, unless otherwise explicitly authorized by the Engineer.

Payment to the Contractor for all asphalt concrete paving items shall be reduced by Fifteen Percent (15%) for each and every working day's delay in completing the paving as required by the Special Provisions.

Payment Reduction for Non-Compliance is separate from and in addition to the requirements of **Section 6-9, Liquidated Damages** as specified in the Special Provisions.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1.13 Catch Basin/Inlet Markings - General

The Contractor shall apply a thermoplastic marking on the top of every catch basin/inlet within the project limits as directed by the City Engineer. The marking shall read "NO DUMPING - DRAINS TO OCEAN". The thermoplastic marking (Avery Dennison Hot Tape Preformed Thermoplastic or approved equal) as supplied by the City of Orange shall be picked up by the Contractor at the City of Orange Warehouse, 637 W. Struck Avenue, Orange. Application of thermoplastic shall be as follows:

- 1) Application shall be according to manufacturer's recommendations.
- 2) Thermoplastic shall be applied in air temperatures of 55 degrees (F) or greater. (Store at temperatures of 32 degrees (F) or greater.)
- 3) Do not install on soil saturated surfaces, joint- or crack-seal filled areas, surfaces with sealing compounds, previous stencils, all other deleterious material attached to the concrete surface, or surfaces with standing water. Area to receive thermoplastic tape must be cleaned of the above using a broom, air sweeper, and sandblaster.
- 4) Oil and grease residue must be completely removed by steam cleaning as approved by the City Engineer.
- 5) New concrete less than three months old must be sandblasted to remove curing compound. Concrete should be free of moisture for 24 hours or more prior to application of tape.
- 6) A hot tape magnum heat gun or approved equal capable of producing 300,000 BTU shall be used to apply the tape at a uniform temperature of 300 degrees (F) across the target area. Scorched or burned material shall be cause for removal of the tape and replacement with completely new tape strip.
- 7) City of Orange shall supply the thermoplastic emblems. The Contractor shall be required to install on all catch basin/inlet within the project limits.
- 8) Payment for the application of catch basin/inlet marking as specified in this section shall be considered included in the unit bid price for catch basin/inlet construction and no additional compensation will be allowed thereof.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1.1 General

New improvements shall be constructed to grades indicated on the plans and in such a manner as to match the existing improvements and field conditions with proper grade to form a safe and smooth riding surface.

The Contractor shall be responsible to oversee the curing of all concrete improvements to prevent graffiti damage or other unauthorized markings in new concrete surfaces. Any concrete surface deemed unacceptable to the Engineer, shall be replaced by the contractor at no cost to the City.

Damage to any existing improvements shall be remedied by sawcutting, removal and reconstruction at the Contractor's

expense and to the satisfaction of the Engineer. Removals, relocations, and/or adjustments not covered by a separate bid item but necessary for the proposed concrete construction shall be included in the unit price bid for the various items of work involved.

The Contractor shall maintain safe access to all business establishments at all times throughout the duration of the contract. The only permitted interruption to access will be during placement of concrete. No establishment shall be denied access more than 4 hours at a time. Contractor shall install steel plates after finishing the concrete, to provide access during the cure period. The Contractor shall pour new P.C.C. improvements in such a fashion as not to interrupt the access to parking lots near the job site. Should a driveway be excavated at the end of a workday, the Contractor shall provide a temporary access ramp to residences/businesses. The temporary access ramp shall be removed by the Contractor on the following day so that driveway construction can be completed. Access to building over newly placed ramp shall be provided the day following the placement of ramp. New ramp shall be protected by Contractor with the use of materials such as roofing paper, plywood, or other means approved by the Engineer. The cost for the placement of the temporary ramp/plate, and its removal shall be included in the unit cost bid for the various items of work involved, and no additional compensation will be allowed therefore.

As shown on plan, existing curb ramps located at intersections within the project limits shall be removed and replaced per City Std. Plan No. 121 (Case & Type per plan) and modified to Federal ADA accessibility guidelines (ADAAG). This work will include the installation of truncated dome detectable warning devices in the ramp as required by ADAAG. The City has been approved a manufacturer of truncated dome materials for use on this project. The Contractor shall install the materials as shown on the plans.

303-5.1.1(a) National Register Historic District (Old Towne Area)

Concrete curbs, walks, gutters, cross gutters, spandrels, alley, access ramp, and driveways shall be of class 520-C-2500 with additive color. The color shall be regular concrete mix with an application of water-based top-surface retarder that is washed away using pressure water for a sand blast finish effect. The retarder shall be Grade 05 – Powder Blue Violet (color coded) per Grace Construction Products (www.graceconstruction.com) (877) 423-6491) or approved equal.

303-5.1.2 Drainage Outlets Through Curbs

The Contractor shall reconstruct all existing drainage outlets through the new curb per Section 306-1.3

303-5.4.2 Expansion Joints

Expansion joints shall be constructed only where specifically designated by the Engineer.

303-5.9 Payment

Payment for the requirements of **SIDEWALK ACCESS RAMP PER CITY STD. PLAN NO. 121 TYPE PER PLAN (WITH DETECTABLE WARNING SURFACE (TRUNCATED DOME) 4' X 3')**, shall be at the contract unit price bid per each ramp constructed, from beginning of curb return (BCR) to end of curb return (ECR) and shall include all labor, materials, and equipment necessary to complete this work, including protection and/or replacement of all existing drains, horizontal and vertical sawcut, grinding of existing lip, excavation, subgrade preparation, root removal, all forms, P.C.C. ramp, new curb & gutter improvements, slot paving, grooving, utility adjustments, restoring form areas, installation of detectable warning surfaces per Federal ADA requirements, and all other work as required to complete the work. No additional compensation will be allowed therefore.

The construction of 4-inch thick P.C.C. curb ramps shall conform to City Standard Plan No. 121 (Case per plan), with details as modified per plan to meet existing grades. When joining, new construction shall match existing improvements with proper grade to form a safe and smooth surface. Wherever a utility box, traffic signal box or water meter box exists in the new ramp, the boxes shall be adjusted and replaced to the finished grade of the sidewalk access ramp. Contractor shall furnish and install all new electrical pull boxes per Caltrans Standard ES-8 and replace loop stub out. Contractor shall make the necessary adjustments, as needed, for existing water services and electrical conduits. The utility adjustments shall consist of excavations, removal of existing service and/or conduit to a location that will allow for the adjustment, installation of new service and/or conduit to the adjusted box, backfill and

compaction, and the reconnecting of conductors within the conduits, payment for any utility adjustments shall be included in the unit price paid for sidewalk access ramps and no additional compensation will be allowed therefore. Concrete shall be class 520-C-2500.

Limits shall be from BCR to ECR.

Access to buildings over the newly placed ramp shall be provided the day following the placement of ramp. New ramp shall be protected by the Contractor with the use of materials such as roofing paper, plywood, or other means approved by the Engineer. Detectable Warning Devices shall be installed on each ramp per the latest Federal A.D.A. Accessibility Guideline. Detectable Warning Devices shall be truncated domes manufactured by the following or an approved equal:

Safety Step TD

1275 Howard Place
Redlands, CA 92373
1-866-723-3883

<http://www.safetysteptd.com/Traditional>

Type: Traditional

Color: brick red

All labor, materials, and equipment necessary to complete this work, including excavation and subgrade preparation, root removal, forms, P.C.C. improvements, slot paving, Detectable Warning Devices, utility adjustments restoring form areas and all other work as required to complete the work, shall be included. All work shall be in accordance with the applicable provisions of Section 300-1.3, "Removal and Disposal of Materials," Section 33-2, "Unclassified Excavation," and Section 303-5, "Concrete Curb, Walk..." of the SSPWC, and all applicable Sections of these Special Conditions. Damage to any existing improvements shall be remedied by sawcutting, removal and reconstruction at the Contractor's expense and to the satisfaction of the Engineer.

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

304-2.1 Metal Hand Railings

304-2.1.1 Metal Hand Railings

The materials for metal hand railings shall conform to the requirements of 206-5.1 of the Greenbook specifications. Except where a Standard Plan is referred to on the Plans, the Contractor shall in accordance with 2-5.3 of the Greenbook specifications, submit Shop Drawings showing the details and dimensions of all metal hand railings.

304-2.1.2 Fabrication

Welding shall conform to the requirements of the "Structural Welding Code" AWS D1.1 for steel, and to the requirements of the "Specifications for Aluminum Structures" of the Aluminum Association, for aluminum alloys. All exposed welds shall be ground flush with adjacent surfaces.

Railing panels shall be straight and true to dimensions. Adjacent railing panels shall align with each other with a variation not to exceed 1/16 inch (1.5mm). Joints shall be matchmarked.

For structures on curves, either horizontal or vertical, the railing shall conform closely to the curvature of the structure by means of series of short chords. The lengths of the chords shall be the distance center to center of rail posts.

Steel railing units shall be galvanized after fabrication in accordance with 210-3 of the Greenbook specifications.

Completed aluminum railing units shall be anodized after fabrication conforming to the Aluminum Association Standard for Anodized Architectural Aluminum, Class 1 Anodic Coating, AA-C22-A41.

304-2.1.3 Installation

The railing shall be erected in accordance with the Plans on anchor bolts, or in holes formed by inserts provided in the concrete railing base to receive the railing posts. Sheet metal inserts shall be removed before the erection of the railing.

No railing shall be erected on the structure until the sidewalk/back of curb ramp to which it is to be attached is completed and all falsework supporting the system is released.

The railing shall be carefully erected, true to line and grade. Posts and balusters shall be vertical with the deviation from the vertical for the full height of the panel not exceeding 1/8 inch (3mm).

After erecting the railing, any abrasions or exposed steel shall be repaired in accordance with 210-3.5 of the Greenbook specifications.

304-2.4 Measurement and Payment *DELETE in its entirety and SUBSTITUTE with the following*

The payment for FURNISH AND INSTALL METAL HANDRAIL from end to end, including terminal sections, shall be per lump sum.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

306-1 General

306-1.1 Backfill and Densification

Backfill material shall have a minimum sand equivalent of 15 when tested in accordance with ASTM D-2419. Project excavation may be used as backfill only when it meets this requirement.

Compaction testing shall be the responsibility of the Contractor.

306-1.2 Testing Pipelines

Unless otherwise required by the Engineer, the Contractor shall videotape the interior of all existing and constructed pipes after all of the following:

- 1) Placement and compaction of backfill and before the placement of permanent surfacing;
- 2) Successful completion of all testing required herein; and,
- 3) Installation of all underground utilities.

Videotapes shall be provided to the Engineer at least two weeks prior to final paving. Providing videotapes shall not relieve the Contractor of the responsibility for correcting pipe construction irregularities at a later date. Should the Contractor not provide the videotapes, construction operations shall be halted until tapes are provided.

Video quality shall be such that all joints, laterals, connections, and pipe surfaces shall be clearly visible to the satisfaction of the Engineer. Each video shall have on-screen reference, street name and stationing corresponding to the project street name and stationing. Poor quality videotapes shall be cause to halt construction progress until video is provided to the satisfaction of the Engineer.

306-13.2 Permanent Resurfacing

Add the following paragraph to end of this section:

The minimum width of permanent resurfacing of open trench installations shall be (3') three feet or trench width plus (1') one foot on each side of trench, whichever is greater. If any of the existing surface improvements, beyond the minimum width of permanent resurfacing, are damaged by the Contractor's operations, the Contractor shall replace the same at his own cost.

PART 4

EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-1.1 Protection and Restoration of Existing Facilities

The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

Contractor shall protect all existing improvements within the right-of-way, which are not designated for removal. Existing improvements damaged by the contractor as a result of his operations shall be repaired or replaced by the Contractor at no cost to the property owner or Successor Agency.

Sprinkler systems damaged by the Contractor shall be repaired to working operation within **48 hours** to the satisfaction of the Engineer. Repairs shall be made with salvaged equipment or new irrigation risers and heads as required to match existing irrigation improvements adjacent to work area.

Prior to backfilling area adjacent to curb repairs, the excavation shall be compacted and graded level or at a slope not to exceed 1(vert) to 4 (horiz). Grass parkways shall be overseeded with lawn seed and topsoil to the satisfaction of the Engineer.

Contractor shall restore all house numbers on new curb areas. No additional compensation will be allowed.

400-2 PERMANENT SURVEY MARKERS

Prior to the start of construction, the Contractor's licensed land surveyor or qualified Civil Engineer shall, in conformance with California State Law AB 1414, locate all monuments (both of record and not of record), bench marks, and centerline ties within the construction zone, i.e., within one hundred feet of the construction activity. Additional ties to monuments shall be set when ties are missing (min. 4 ties per monument). The Contractor's surveyor or qualified Civil Engineer shall prepare and submit for review to the City Engineer separate tie sheets and Corner Record sheets (monuments not of record shall have only tie sheets prepared). Tie sheets shall conform to Standard Plan No. 402, Centerline Ties. Corner Records shall conform to the County Engineers' Association of California's "Guide to the Preparation of Records of Survey and Corner Records" document as provided by the County of Orange Land Surveyor's Office and on file in the City of Orange City Engineers Office. Upon review by the City Engineer, the Land Surveyor shall file the Corner Records with the County of Orange Land Surveyor's Office. Certified Corner Records shall be filed with the City Engineer of the City of Orange.

After construction and prior to final acceptance by the City of the construction project, the Contractor's land surveyor or qualified Civil Engineer shall re-survey all field monuments and centerline ties within the construction zone, prepare tie sheets and Corner Record sheets as indicated above, and file them with the City Engineer for review. After review by the City Engineer the land surveyor shall file the Corner Records with the County Land Surveyors Office, and file certified copies of the Corner Records with the City Engineer. Project retention will not be released until all records are recorded with the County Land Surveyor Office.

All survey monuments removed or altered as a result of construction shall be reset, Corner Records filed with the County of Orange Land Surveyor's Office, and approved final Corner Records filed with the City Engineer. Centerline ties removed as a result of construction shall be reset and tie sheets filed with the City Engineer.

The land surveyor shall provide a letter of certification for all monuments having four or more existing ties which are within 0.02 ft plus or minus of the original City tie sheet records. When several monuments and ties appear on one tie sheet and one of the ties has changed the land surveyor shall re-measure all of the ties and re-file a new tie sheet with the City as required herein.

County of Orange permanent and temporary bench marks within the construction zone shall be located by survey, and the Contractor's Land Surveyor shall send a written notification of impending construction to the County of Orange Land Surveyor's Office two weeks prior to construction.

400-3 PAYMENT

The payment for **PROTECTION AND RESTORATION OF EXISTING FACILITIES** shall be included in the contract prices bid for other items of work and no additional compensation will be allowed therefore.

The payment for **PERMANENT SURVEY MARKERS** shall be paid as described in **See Section 3-10.4**. No additional compensation will be allowed therefore.

SECTION 402 - UTILITIES

402-1 LOCATION

Location of utilities shown on plans shall be considered approximate only. Contractor shall carefully excavate in the vicinity and shall locate all utilities shown on the plan. The Contractor shall be responsible for any damage to existing utilities shown on the plan, regardless of exact location.

Revise fifth paragraph of the Standard Specifications (Green Book) to read:

The Contractor shall notify each owner of the subsurface installations, including the service connections, and shall determine the exact location and depth of subsurface installation as approximately marked by the respective owners, which may affect or be affected by the Contractor's operations. The City of Orange shall not be responsible for any compensation to the Contractor for any unmarked or incorrectly marked approximate locations by the respective owners. If no pay item is provided in the contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work. "Subsurface Installation" in this section means any underground pipeline, conduit, duct, wire, or other structure, except non-pressurized sewer lines, non-pressurized storm drains, or other non-pressurized drain pipes, operated or maintained in or across public streets or public right-of-way.

402-4 RELOCATION

Any underground utilities marked by the Underground Service Alert and conflicting with the work to be done by the contractor, and the utilities shown on the plans as to be relocated by others, will be relocated by the respective utility owners at no cost to the contractor. If such utilities are not relocated by the utility owners prior to the contract award, the contractor shall perform all the necessary work in the contract and provide a time window for the utility owners to commence and complete their work. The contractor shall be entitled to extension of time without any additional compensation for the delays attributed to such relocation. The Engineer shall have the right to direct the contractor and perform such relocation at compensation to be paid for in accordance with section 3-2.

Any miscellaneous items 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 in cooperation with the utility owner; the Contractor shall be responsible for any costs resulting from the Contractor's failure to do the work at such times as are acceptable to the owner. The Contractor shall notify owners at least forty-eight (48) hours in advance of any work on any of their facilities.

All existing and conflicting items to be relocated by Contractor shall be inspected carefully by Contractor prior to removing and doing all the work necessary for relocating such items at the designated location without any modifications. If any modifications are required to such items due to Contractor's negligence in verifying the nature of work prior to relocation, Contractor shall prepare plans and submit for Engineer's approval to such modifications and shall make such modifications at no additional compensation.

402-6 COOPERATION

Contractor shall maintain access to schools, private properties and commercial areas at all times during project operations. The Contractor shall make all efforts to coordinate their construction on the streets.

Slurry seal shall not be applied to any streets of any areas on days scheduled for trash pickup, unless prior arrangements have been made with refuse collector, and approved by the Engineer.

SECTION 404 – COLD MILLING

404-1 GENERAL *DELETE IN ITS ENTIRETY AND SUBSTITUTE WITH THE FOLLOWING:*

The Contractor shall cold mill existing pavement as shown on the Plans or Project Details and as specified in the Special Provisions. The type of pavement and depth to be cold milled shall be as shown on the Plans and as specified in the Special Provisions. The surface after cold milling shall be uniformly grooved or ridged, unless otherwise authorized by the Engineer. The outside lines of the milled pavement shall be neat and uniform.

The presence of pavement fabric or rubberized materials (ARHM, REAS, ARAM's, etc.) within the existing pavement to be cold milled is not typical, however these materials may be present in various locations. Presence of these materials within the pavement section shall not be considered a changed condition and shall not be cause for a change order for additional compensation.

The milled pavement shall be true to grade and cross section. When the straightedge specified in Section 302-5.6.2 is laid on the finished surface, the surface shall not vary from the edge of the straightedge more than 3/8 inch at any point, except at intersections or at changes of grade. Any areas that are not within tolerance shall be brought to grade within 1 working day following initial cold milling.

Cold milling operations shall be performed without damage to the remaining pavement. Whenever cold milling is adjacent to Portland cement concrete curbs, gutters, pavements or other PCC improvements, the Contractor shall protect these improvements from damage. Any PCC improvement damaged during cold milling operations shall be repaired or replaced as directed by the Engineer at the Contractor's sole expense. Replaced sections of PCC improvements shall be a minimum of 5 feet in length or to the next joint.

The contractor shall scan the work area using a metal detector of adequate strength prior to any saw cutting, excavation or cold milling of the existing pavement. Contractor shall be responsible for locating and protecting manhole, water valve, utility access frames and covers or other metal appurtenances buried below the existing pavement surface whether shown on the plans or not.

The Contractor shall provide access and detour for pedestrian facilities and bike lanes at all times when cold milling.

The Contractor is to notify the Engineer at least two (2) working days prior to and immediately after the cold mill operations so that observations and measurements may be made of areas before the placement of permanent asphalt.

404-7 WORK SITE MAINTENANCE *DELETE IN ITS ENTIRETY AND SUBSTITUTE WITH THE FOLLOWING:*

Work site maintenance shall conform to Section 3-12. Debris and residue from cold milling shall not be permitted to enter into catch basins or onto adjacent street surfaces or parkways. The Contractor shall cover and protect all storm drain inlets prior to the start of cold milling operations. All debris shall be completely removed by a street sweeper and any other measures necessary to conform to the contract requirements.

A self-loading motorized street sweeper equipped with brooms, a vacuum system, and a functional water spray system shall immediately follow the milling machine. Sweeping shall continue until loose millings have been completely removed to the satisfaction of the City Representative.

404-10 PAVEMENT TRANSITIONS AFTER THE LAST PARAGRAPH, ADD THE FOLLOWING:

When cold milling the pavement creates vertical joints that are 1.5 inches or greater, Contractor shall be required to place and maintain temporary AC transition ramps.

Cold or hot mix A.C. shall be placed and maintained at the interface between milled and non-milled areas to eliminate the hazard caused by sudden elevation differences, especially in pedestrian path of travel areas adjacent to wheelchair ramps, and shall be removed prior to placement of final surface course pavement.

All pavement transitions, AC ramps and temporary striping/markings shall be in place prior to the opening of a lane for traffic. Any pavement grade differential between adjacent lanes that will, with the permission of the Engineer, remain during non-working hours shall be indicated with the appropriate warning signage.

When performing Variable Depth Cold Milling prior to 2 inches AC overlay, Contractor shall provide for a minimum 25-foot permanent pavement transition to existing grade at all transverse joints adjacent to existing pavement, or other length as directed by the City Representative.

Cold Milling for pavement transitions shall be measured and paid for as Variable Depth Cold Milling and no additional compensation shall be allowed therefore.

404-11 MEASUREMENT DELETE IN ITS ENTIRETY, AND REPLACE WITH THE FOLLOWING:

Quantities of **2" COLD MILLING** to be paid in the unit prices for asphalt concrete bid items.

404-12 PAYMENT AFTER THE LAST PARAGRAPH, ADD THE FOLLOWING TEXT:

Payment for **2" COLD MILLING** shall be paid in the unit prices for asphalt concrete bid items, and shall include full compensation for all labor, materials, equipment, tools and incidentals to complete the work and dispose of all materials. Any temporary AC required due to cold milling operations shall be included in the lump sum cost for Traffic Control and no additional compensation will be allowed.

PART 6

TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-4 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall notify the following entities at least forty-eight hours in advance of any street construction or restriction to access, if applicable:

- | | | |
|----|---|--------------|
| 1. | City of Orange Fire Department: | 714-288-2500 |
| 2. | City of Orange Police Department: | 714-744-7462 |
| 3. | Ambulance Services: | 714-521-2334 |
| 4. | Orange Unified School District: | 714-997-6101 |
| 5. | Trash Collection/Street Sweeping (CR&R Waste Services): | 714-372-8272 |
| 6. | Post Office: | 714-997-1255 |
| 7. | City of Orange Water Division: | 714-288-2475 |

The Contractor shall also be required to post and subsequently remove temporary “Tow Away No Parking” signs along adjacent work zones no less and no more than 1-week prior to scheduled work dates. The signs will be furnished upon request by the City. The Contractor shall fill in the day and date for the scheduled work.

The Contractor shall be responsible for adequate barricading of the work area and controlling traffic in the vicinity of the project as specified in Subsection 600-4.1, Traffic and Access and these special provisions. Barricades shall be staged and ready for controlling traffic, but no street shall be closed. The Contractor shall maintain the traffic control devices deployed for controlling all work operations. The Contractor shall protect the new surface from damage or defacing, the Contractor shall repair any damage to new improvements at no additional cost to the City until work is accepted by the City.

At the end of each day’s work and at other times when construction operations are completed or suspended, the contractor may park construction equipment and vehicles within the street right-of-way as approved by the Engineer. Vehicles and equipment shall be secured, and placed in locations out of travel lanes alongside the far right side of the roadway. Contractor will be required to place barricades around equipment and materials placed within the roadway to remain overnight or for a period of time exceeding 24-hours.

No material or other obstructions shall be placed within fifteen (15) feet of any fire hydrant which shall at all times be readily accessible to the Fire Department. Traffic control shall conform to the provisions of the latest edition of the Work Area Traffic Control Handbook (WATCH) published by Building News, Inc.

At least **seven (7) calendar days** prior to beginning work, the Contractor shall distribute notices to all residences and businesses adjacent to or affected by the proposed work. Said notices shall be prepared and printed by the City and shall be served by the Contractor's representative in person to each residence and business as practicable. Failure of the Contractor to properly serve said notices shall be cause for suspension of work until compliance with this requirement is achieved. No extension of time will be allowed to the Contractor for lost time due to his failure to distribute said notices in a timely manner or from suspension of work due to non-compliance.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service station hospitals, and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Engineer.

Vehicular access to residential and commercial driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to such extent that safe access may be provided and the street opened to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access.

Contractor shall not store construction equipment within public right-of-way. Construction site must be swept and washed clean at the end of each work day. **The City is not obligated to provide storage yard for materials, equipment, and construction site debris.**

Contractor shall install two construction advisory signs (4' x 8' – 2 posts) two weeks prior to construction as determined and directed by the Engineer. If there is not a separate bid item for the signs, the cost shall be included in the various items of work and no additional compensation shall be made thereof.

Federally Funded Project – HSIPL-5073(084)

Glassell Street and Collins Avenue Left Turn Signal Improvements;

Approximate Starting Date:

Construction Duration::

Payment for the requirements of Public Convenience including all labor equipment, tools, materials and incidentals required to complete the work shall be included in the contract prices bid for the various items of work involved. No additional compensation will be allowed therefore.

600-4.1 Traffic and Access

The Contractor's operations shall cause no unnecessary inconvenience. The Contractor shall immediately remove any spillage resulting from its hauling operation along or across any public travel way. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work area, or an approved detour shall be provided.

Contractor to schedule and phase work to maintain through traffic to one lane minimum each direction for duration of the project.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Engineer may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his expense. If attention is directed to the existence of a hazard and the Contractor fails to provide such devices, said devices will be placed or caused to be placed by the City. The cost of placement of these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50.00 per call-out plus \$25.00 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total of contract price for the work.

Each traffic control, warning, and guidance device required for the work shall be continuously monitored by the Contractor for its adequacy, including, but not limited to:

- type
- location and placement
- size
- reflectivity (if to be in place during darkness)
- condition of repair

Contractor is required to furnish and install four (4) changeable message signs for the duration of the work.

The overall work site traffic control, warning, and guidance effort shall be continuously monitored by the Contractor for its adequacy in detouring traffic around, or circulating traffic through the work area. Any deficiencies by the Contractor in such monitoring, or correcting inadequate work-site signing, shall be considered just cause for the Engineer or his representative to suspend the work. The decisions made by the Engineer in this regard shall be final.

The Contractor shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.

***Special Attention** is directed to the presence of schools in the various areas and a high incidence of pedestrian, bicycle and bus traffic. Construction activities, detouring and traffic control should reflect this condition and be coordinated with each individual school official. Contractor shall coordinate with school to minimize inconvenience, Bus schedules, etc.

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

ADD the following:

This work shall include, but not be limited to: providing delineation, lighted barricades, flashing arrow boards, signing for detours, traffic channelization, the preparation of traffic control plans, and “No Parking” signs for public safety.

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TCP)

ADD the following:

This work shall include, but not be limited to, providing delineation, lighted barricades, flashing arrow boards, signing for detours, traffic channelization, "No Parking" signs for public safety. **This work shall also include the preparation of traffic control plans, and supplemental traffic control plans as required, prepared and stamped by a California Licensed Traffic Engineer hired by the Contractor and approved by the City Traffic Engineer. A project-specific traffic control plan is required for all works on arterial streets and signalized intersections.** In addition, the following project locations shall require a traffic control plan:

1. Glassell Street and Collins Avenue

The Contractor shall provide, for review and approval by the City, traffic control plans per the latest editions of Work Area Traffic Control Handbook (WATCH), and California Manual on Uniform Traffic Control Devices (CA MUTCD) for Streets and Highways. Traffic control plans must be submitted to the Traffic Engineering Division a minimum ten (10) days prior to the preconstruction meeting. An approved traffic control plan is required prior to issuance of an Encroachment Permit.

Traffic Control Plan Preparation:

A traffic control plan should include, at a minimum, the following:

1. Cover sheet must show sheet index (or graphic index if more than two sheets in set). City of Orange Temporary Traffic Control General Notes (Section 601-2.1.1) and any required Special Conditions.
2. Traffic Control Plans shall be prepared and stamped by a licensed Traffic Engineer as required by the City Traffic Engineer.
3. Plans shall show existing street and cross street names, street widths, lane striping, lane width, existing signing and striping, and posted speed limit
4. Show city and other jurisdictional boundaries when applicable.
5. Plans should be drawn to scale as much as possible, show graphic scale, and north arrow.
6. Show location, dimensions, and delineate work area and, distance to nearest intersection(s). Show all driveways approaches within the work zone.
7. For underground construction (open trench and/or boring) show pipeline alignment for each phase of construction.
8. Identify and show locations and distances for all delineators and traffic control signs. Provide a sign chart and designation for all signs used. Arrow board is required for any lane closure on any arterials

and local streets. Portable Changeable Message Signs (CMS) shall be provided as required by the City Traffic Engineer.

9. Show work hours and duration (number of working days and dates) for each phase(s) of construction.
10. Show all proposed temporary traffic control devices, including signs, delineators, spacing, tapers, lane widths and dimensions.
11. Traffic control plans on streets with bike lanes shall provide advance, bike lane closure, and share the road signs.
12. Plans should be reproducible and legible on 17"x11" ledger size pages. Multiple-phased traffic control plans should be drawn on separate pages.

601-2.1.1 Additional Temporary Traffic Control General Notes

- 1) All work, materials, and equipment for temporary traffic control shall comply with "California Manual on Uniform Traffic Control Devices (CAMUTCD)" and Work Area Traffic Control Handbook (WATCH), latest editions.
- 2) Normal daytime work hours are from 8:30 am to 3:30 pm, and nighttime work hours are from 10:00 pm to 6:00 am. Work hours outside normal work hours may be requested subject to approval of the City Traffic Engineer. Temporary traffic control devices shall be removed by the end of the work day. Traffic and travel lanes shall be restored to normal conditions during non-working hours.
- 3) The Contractor shall have all signs, channelizers, barricades, changeable message signs, arrow boards, and other devices properly installed prior to commencing construction. Arrow boards and changeable message signs shall be solar/battery powered.
- 4) All temporary striping and markings shall conform to the Caltrans Standard Plans and Caltrans Specifications, latest editions. Raised pavement markers shall not be used. Striping damaged by construction shall be repaired in kind to the satisfaction of the City Traffic Engineer.
- 5) Flashing yellow lights, type "B", shall be used on all advance warning signs and on all type II and III barricades guarding the work area overnight. Type II barricades with warning lights (Type C or Type D steady burn) may be used, in lieu of or in addition to channelizers, at the discretion of the contractor, when intended to provide delineation and additional emphasis in areas where workers are present.
- 6) All channelizers on arterials shall be 36" minimum portable, reflectorized rubber guide posts, orange in color, with double weighted base rings and shall be kept in their proper position at all times and shall be repaired, replaced or cleaned as necessary to preserve their appearance and continuity. Channelizers used for two-way travel, and/or left edge delineation shall have yellow retroreflective band or sleeve.
- 7) All signs shall be retroreflectorized and standard size unless shown otherwise.
- 8) Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to adjacent property owners.
- 9) The Contractor shall maintain on a 24-hour basis, all signs, channelizers, barricades, other devices to ensure proper flow and safety of traffic.
- 10) Pressure sensitive traffic marking tape and/or striping paint may be used to supplement the channelizing devices, delineators, retroreflectorized signs, and barricades.
- 11) All conflicting stripes, pavement markings, and legends shall be completely removed by wet sandblasting, or other method approved by the City Traffic Engineer prior to any change in the traffic pattern.
- 12) When WORK ZONE SPEED LIMIT (R2-1, G20-5Ap) signs are used, the Contractor shall cover all existing speed limit signs within the temporary traffic control zone during work hours.
- 13) The Contractor shall notify City Traffic Operations (714) 744-5525, three (3) working days prior to starting work at signalized intersections or when vehicle detection areas are affected by construction for disposition of signal operations. Vehicle detectors affected by construction shall be replaced immediately by the Contractor.

- 14) At signalized intersections two signal heads shall be visible to approaching traffic at all times. The Contractor shall be responsible for all signal modifications during detour construction. Signal work shall be performed by a licensed traffic signal contractor.
- 15) The Contractor's traffic control plans shall indicate vehicular traffic control in work area during construction activity. Additional traffic controls, traffic signs, or barricades may be required in the field. The Contractor shall be responsible for the placement of any additional devices necessary to assure safety to the public at all times during construction.
- 16) The City Traffic Engineer reserves the right to make any changes necessary as field conditions warrant. Any changes shall supersede these plans and be done solely at the contractor's expense.
- 17) The Contractor shall notify the City Traffic Engineer or representative at least five (5) working days in advance of initiating any construction detour. The Contractor shall provide additional traffic detour plans for work at signalized intersections for approval of the City Traffic Engineer.
- 18) The Contractor shall notify all local businesses 14 days prior to detour construction for all night time construction. For daytime construction, the Contractor shall notify the local businesses 7 days in advance of work to be done.
- 19) All traffic lanes shall have a minimum of 5 feet clearance from open excavations and a minimum of 2 feet from vertical obstructions.
- 20) Contractor shall provide four (4) portable construction message signs (CMS), and/or flaggers as shown on the plans or deemed necessary by the City Traffic Engineer.**
- 21) Contractor shall install additional "LANE CLOSED (C30)" signs on Type III barricades at 150-foot intervals throughout extended work areas per lane closed. Install "OPEN TRENCH (C27)" signs whenever an open excavation area exists adjacent to travel way.
- 22) All temporary traffic control devices shall be removed following completion of each construction stage and the permanent traffic control devices shall be restored by the Contractor upon completion of construction.
- 23) Contractor shall comply with the requirement of the federal and state American Disability Act (ADA) Accessibility Guidelines relating to pedestrian access and shall maintain pedestrian access at all times per ADA requirements and CAMUTCD. When crosswalk or sidewalks are to be closed, R96 signs and barricades shall be installed. Temporary pedestrian facility shall have a smooth, hard surface compliant to ADA.
- 24) When the pedestrian path of travel is rerouted to street level, temporary traffic barriers with crash cushion end treatment shall be provided.
- 25) Contractor shall install signs for "uneven lanes", "steel plates ahead", or "bump" for pavement disruptions of ½" and greater. Pavement disruptions of 1" and greater shall have beveled edge of four (4) horizontal to one (1) vertical.
- 26) Contractor shall install "CAUTION STEEL PLATES AHEAD" and/or "ROUGH ROAD" signs in advance of steel plate bridging. All steel plates installation shall be recessed.
- 27) All driveways and adjacent streets shall be kept open at all times except when construction takes place directly in front of the driveway/adjacent street.
- 28) Contractor shall notify Orange County Transportation Authority (OCTA) at (714) 265-4330 and any other affected transit services at least five working days prior to construction.
- 29) Contractor shall notify Orange Police Department Traffic Bureau (rwinick@orangepd.org), and Orange Fire Department (abrooks@cityoforange.org), three (3) working days prior to any half or full street closure or detours.

601-3 TEMPORARY TRAFFIC CONTROL (TTC) ZONE DEVICES

601-3.5 SIGNS AND SIGNAGE

ADD the following:

601-3.5.2 Payment

Full compensation for conforming to the requirements of "SIGNS AND SIGNAGE" shall be considered included in the Lump Sum contract unit price for **TRAFFIC CONTROL**, including temporary items, maintenance, repair, replacement, appurtenances, and no additional compensation shall be allowed.

601-3.6 CHANNELIZING DEVICES

ADD the following:

601-3.6.7 Payment

Full compensation for conforming to the requirements of "CHANNELIZING DEVICES" shall be considered included in the Lump Sum contract unit price for **TRAFFIC CONTROL**, including temporary items, and no additional compensation shall be allowed.

601-3.7 TRAFFIC SIGN ENHANCEMENT DEVICES

ADD the following:

601-3.7.9 Payment

Full compensation for conforming to the requirements of "TRAFFIC ENHANCEMENT DEVICES" shall be considered included in the Lump Sum contract unit price for **TRAFFIC CONTROL**, including temporary items, and no additional compensation shall be allowed.

601-4 TEMPORARY TRAFFIC STRIPING AND PAVEMENT MARKINGS

ADD the following:

601-4.5 Payment

Full compensation for conforming to the requirements of "TEMPORARY TRAFFIC STRIPING AND PAVEMENT MARKINGS" shall be considered included in the Lump Sum contract unit price for **TRAFFIC CONTROL**, including temporary items, and no additional compensation shall be allowed.

601-7 STREET CLOSURES, DETOURS, BARRICADES.

At least 72 hours in advance of closing, or partially closing or of reopening, any street, alley, or other public thoroughfare, the Contractor shall notify the Police, Fire, Traffic and Engineering Department of jurisdictional agencies involved, and comply with their requirements. Deviation must first be approved in writing by the Engineer.

In addition to the "Standard Specifications", the Contractor shall conform to the following:

Traffic Control and Lane Closure

Construction: Traffic control shall conform to applicable provisions of the contract plans, Standard Specifications and these special provisions.

The Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times.

The Contractor shall provide temporary asphalt concrete ramps at grind areas against existing asphalt concrete pavement.

All warning lights, signs, barricades, delineators, detours, and other facilities for the convenience and direction of public traffic shall be furnished and maintained by the Contractor. All traffic control shall conform to, and be placed in accordance with current "State of California", Manual of Traffic Controls" for construction and maintenance work zones

and the latest updated version of the "Work Area Traffic Control Handbook" (WATCH). Flashing arrow signs shall be furnished and maintained as directed by the Engineer.

The Contractor shall follow and implement the City approved traffic staging plans included in the plan set. The staging plans shall be used by the Contractor to construct the necessary street improvements while maintaining the minimum lane configurations and turn movements as established by the City Traffic Engineer. The Contractor has the option to revise and submit new traffic control plans prepared by a licensed Traffic Engineer to the City should the Contractor request a change in the construction staging operations.

Copies of any revised traffic plans shall be submitted 10 days prior to the preconstruction meeting for review by the City Traffic Engineer.

During normal working hours as described in Section 6-3.3, on arterial streets, a minimum of one traffic lane in each direction shall be maintained where excavations necessitate. If left turn pocket existed, it shall be maintained. No lane closures or construction will be permitted on any street on Saturdays, Sundays, or legal holidays unless authorized by the City Traffic Engineer. During non-working hours, the work area shall be delineated additionally with lighted flasher type barricades, spaced a maximum of 50 feet on center or as may be directed by the City Traffic Engineer. Emergency vehicles shall be permitted to pass through the work area without delay at all times. Any deviation from the two lane requirement shall be reviewed and approved by the City Traffic Engineer.

During the course of work, the Contractor shall make minor changes and add or delete signing, as may be required by the City Traffic Engineer to correct problem traffic situations which are a result of the Contractors operations. In special cases, the Contractor shall be required to furnish flagmen as requested.

The Engineer shall have the authority to direct the Contractor to reschedule his work as necessary to reduce or eliminate: (1) vehicular traffic conflicts, or (2) inconvenience to adjacent residences and businesses, or (3) coordination with "Caltrans" freeway closures, and other City construction projects in the area. If the permanent surfacing of an access is not completed within 72 hours, the Contractor shall provide temporary asphalt concrete surfacing to such access at this own expense.

Each vehicle used to place and remove components of a traffic control system on multi-lane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall be in place before any lane closure requiring its use is completed.

The Contractor is required to excavate, compact and complete deep lift asphalt concrete pavement section in the same working day, prior to excavation of further roadway sections or cold plane operations within project, excluding construction of the concrete approach lanes. The length of excavation shall be limited to 1000 feet as directed and approved by the Engineer.

Access to all private properties shall be maintained at all times during construction. Contractor shall provide notification to property owners at least twenty-four (24) hours before commencement of any work on/or adjacent to their property. All travel lanes reopened to traffic must at least have final asphalt concrete base course placed in reconstructed areas.

Where two or more points of access to a business are available, only one driveway shall be closed at any time. Where only one driveway exists, the Contractor shall provide temporary access during normal business hours.

All costs involved for detouring, signing, temporary street delineation, and other requirements specified in this section of the Standard Specification shall be included in the respective bid items.

601-8 PAYMENT

DELETE in its entirety and SUBSTITUTE with the following:

Payment for **TRAFFIC CONTROL** shall be lump sum and shall include full compensation for traffic control plans, four (4) changeable message signs, supplemental traffic control plans, as required, furnishing all labor, materials, tools, equipment and incidentals and doing all the work involved in all temporary traffic control related work involving

placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of traffic control system, complete in place, temporary Asphalt Concrete including installation and removal; all associated temporary signing and striping; flashing arrow signs; flagging and/or flagger costs; and project notifications, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer. No additional compensation will be allowed thereof.

PART 7

STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

This section is deleted in its entirety. Refer to the “Caltrans” Standard Specifications sections referenced herein for these additions to the “Standard Specifications”. Where applicable, Southern California Edison Company Standard Specifications and Standard Plans shall also apply.

“CALTRANS” STANDARD SPECIFICATIONS

The following Sections of the “Caltrans” Standard Specifications, and California Manual on Uniform Traffic Control Devices latest editions, shall be used for all work specified in these sections:

Section 86: General

Section 87 Electrical Systems

The following additions, as revised, to Sections 86 and 87 of “Caltrans” Standard Plans and Specification latest edition shall apply.

SECTION 86 – SIGNALS, LIGHTING, AND ELECTRICAL SYSTEMS

86-1 GENERAL

The Contractor shall furnish all tools, equipment, materials, supplies, and manufacture articles, and shall perform all operations necessary to construct or modify traffic signal and street lighting facilities as shown on the drawings and as specified herein.

Electrical work shall consist of modifying and adjusting traffic signal/street lighting pull boxes in conflict with curb ramp installations, and replacement of traffic detector loops as shown on the plans

86-1.01C Schedule of Values

DELETE section in its entirety and REPLACE with the following text

The Contractor shall prepare and submit for approval by the City a schedule of values to complete the work. Submit schedule of values one week prior to first work day. The schedule of values shall include corresponding material and labor costs for the following items:

- 1) Potholing
- 2) Conduits
- 3) Service equipment and enclosures
- 4) Emergency Vehicle Preemption
- 5) Luminaires and fixtures
- 6) Restorations
- 7) Foundations
- 8) Pull boxes
- 9) Signal heads and hardware
- 10) Pedestrian Signal Heads and Hardware

- 11) Battery Backup System and Cabinet
- 12) Standard and poles
- 13) Conductors and cables
- 14) Controller and cabinet
- 15) Loop Detectors
- 16) Signing and Striping
- 17) CCTV Camera
- 18) Fiber Optic work
- 19) Street name signs
- 20) Signing and Striping

86-1.01C(1) Scheduling Of Work

ADD the following text:

Scheduling of work shall conform to this Section and these Special Provisions.

- (1) The Contractor may perform sub-surface work consisting of the installation of conduit, foundations wire and service connection prior to the receipt of the materials and equipment, and shall begin said work within 15 days of the date executed of the contract or approval of materials list.
- (2) No materials or equipment shall be stored at the job site until receipt of said notification by the Engineer. The job site shall be maintained in a neat and orderly condition at all times.
- (3) All striping, pavement markings, and signing shall be in place prior to signal turn-on. All striping, pavement markings, and signing shall be completed by the Contractor, per the Plans and Special Provisions.

86-1.01D(2) Source Quality Control

Delete in its entirety

86-1.01D(3) Department Acceptance

Delete in its entirety

86-1.02 MATERIALS

86-1.02B Conduit and Accessories

DELETE section in its entirety and REPLACE with the following text

- (1) Conduit shall be Type 3 rigid nonmetallic polyvinyl chloride (PVC) Schedule 80 conduit conforming to UL Publications UL651.
- (2) All conduit shall be duct sealed;
- (3) Approved couplings shall be utilized by the Contractor as required for extension or joining of conduits;
- (4) All conduit shall be of same size and type as that being modified;
- (5) Utilize factory prefabricated bends as required to maintain required clearance as directed by the Engineer.

Conduit provided for this project shall conform to the provisions of this Section and these Special Provisions:

- (1) All conduits and fittings shall be Type 3 rigid nonmetallic PVC schedule 80 conforming to UL 651 unless otherwise called out on the plans. Type A extruded rigid PVC conduit and extruded rigid HDPE conduit must comply with UL 651A. Coilable, smooth-wall, continuous length HDPE conduits must comply with UL 651B. Install PVC conduits at underground locations only.

- (2) Insulated bonding bushings will be required on all metal conduits. If used and approved by the Traffic Engineer, all PVC conduit with signal phase cable and interconnect cable shall have a #8 green bonding wire.
- (3) All conduit and fittings from controller foundation to adjacent #6E pull-box shall be PVC Schedule 80 conduit conforming to UL Publications UL651. (or as shown on plans)
- (4) All conduit shall be duct sealed in new or existing conduit.
- (5) All conduit crossings and potholes to have open utility cuts shall be per Standard Plan No. 125. All utility cuts or potholes shall have 2 sack slurry backfill prior to permanent patch.
- (6) All existing non-metallic conduit to be extended or modified shall be of like (same) material with bell bushings.
- (7) All new street lighting conduit crossing or within area shall be PVC Schedule 80 conduit conforming to UL Publications UL651.

86-1.02C Pull Boxes

DELETE section in its entirety and REPLACE with the following text

- (1) All pull-boxes shall have crushed rock, be grouted, drain hole, and have the proper cover markings as described in this Section. All pull-boxes shall be Christy Concrete Product. (or equal)
- (2) 3 ½ minimum pull box size, Lids shall be marked “Traffic Signal” or “Street Lighting” as determined in the field for proper installation and use
- (3) All pull-boxes to be abandoned shall be removed completely by the contractor and the existing sidewalk, parkway and landscaping shall be repaired, per city standards.
- (4) All pull-boxes in dirt or parkway areas shall have a 1 ft. x 4 in. concrete cap around box.

86-1.02F Conductors and Cables

86-1.02F(2) Conductors

86-1.02F(2)(a) General

DELETE conductor table in its entirety and REPLACE with the following text

The conductor insulation for the following conductors shall be of a solid color or solid color with a permanent colored stripe as specified:

- | | |
|-----------------------------|----------------------------|
| #10- Signal Common | - White with black stripe |
| #14- Signal Phase Wire | - Standard phase markings |
| #12- I.I.S.N.S. Common | - White with orange stripe |
| #12- I.I.S.N.S. HOT | - Solid orange |
| #10- Street Lighting Common | - Solid white |
| #10- Street Lighting HOT | - Solid black |

The Contractor shall use signal cable in lieu of individual conductors; signal cable shall not be spliced.

86-1.02J Standards, Poles, Pedestals And Posts

ADD the following paragraph after the first paragraph

Standards, Poles, Pedestals and Posts shall conform to this Section and these Special Provisions:

- (1) The supplier of the Contractor shall provide written communication to the City of Orange as to the compliance with the Standard Specifications and Standard Plans.
- (2) All City-owned signal standards or streetlights to be removed and disposed of by the Contractor.
- (3) The Contractor shall supply all new signal standards as shown on the plans. Anchor bolts and nuts shall be supplied for new poles. The Contractor shall be responsible for all installation.

86-1.02K Luminaires

86-1.02K(1) General

All signal safety lighting luminaires for this project shall be LEOTEK LED GreenCobra GCI-80-MV-NW-3-GY-530-WL-PCR7. The luminaires shall include RIPLEY Photocell 6390LL-BK.

86-1.02Q Cabinets

86-1.02Q(1) General

Wiring shall conform to the provisions of this Section and these Special Provision

- (1) The controller, equipment, cabinet and battery back-up systems shall be furnished and installed as called out in the plans.

86-1.02Q(2) Local Intersection Controllers And Cabinet

DELETE section in its entirety and REPLACE with the following text

The controller, equipment, cabinet and battery back-up systems shall be protected in place as called out in the plans

CONTROLLER CABINET ASSEMBLIES

All necessary auxiliary equipment shall be provided to completely operate an eight-phase traffic intersection controller cabinet.

SPECIFICATIONS AND STANDARDS FOR THE CABINET ASSEMBLY

NEMA Standards Publication: **TS 2-Latest release.**

DOCUMENTATION

The City reserves the right to reject traffic signal control equipment and auxiliary equipment items in which the manufacturer of such items does not have at least nine million dollars of product liability insurance.

WARRANTY STATEMENT

Terms of Warranty:

Warranty Coverage

The supplier of equipment shall guarantee their product to be free from defect in design and operation and that it meets all the requirements of this specification and those incorporated in this document.

Length of Warranty

The term of the warranty on a wired cabinet shall be a minimum of one (1) year from date of shipment including the Bus Interface Units and Cabinet Power Supply. The Controller and Malfunction Management Unit shall have a minimum of a two-year warranty.

86-1.02Q(3)

Delete this section in its entirety

86-1.02R Signal Heads

86-1.02R(4)(a) Signal Sections

This Section shall be amended as follows:

- (1) Each signal section housing shall be either diecast or permanent mold-cast aluminum conforming to ANSI Standard:D-10.1.
- (2) Housing color shall be Dark Olive Green.
- (3) All signal indications shall be 12-inches in diameter.

86-1.02R(4)(b) LED Signal Modules

Optical units shall conform to the provisions of this Section and these Special Provisions.

- (1) All new signal indications provided for this project shall be Dialight (ITE) LED 433 or 432 series traffic signal modules installed in each signal head. All indications shall be 12 inches.

86-1.02 Pedestrian Signal Heads

86-1.02S(3) Pedestrian Signal Faces

86-1.02S(3)(c) LED Countdown Pedestrian Signal Face Modules

Pedestrian signals provided for this project shall be GELcore Type (ITE) LED Countdown Pedestrian Signal Modules, Model No. PS7-CFF1-26A, with dimensions of 16 in. x 18in., or Dialight LED Model No. ITE 430-6479-001X.

86-1.02S(3)(d) Front Screen

Pedestrian signal front screens shall be Egg crate type for this project.

86-1.04 PAYMENT

The lump sum price payment for **TRAFFIC SIGNAL MODIFICATION** shall include full compensation for all labor, materials, equipment and work shown on the Plans and as directed by the Engineer. The lump sum price for **TRAFFIC SIGNAL MODIFICATION** shall also include location, identification, and protection of utilities, providing and *maintaining temporary wiring for signal operations during construction*, fabrication and installation of construction signs, temporary traffic control plans and devices installation, restoration of existing improvements disturbed or affected by construction, adjustments in the location of equipment to be installed, or any other work required to provide the signal operation shown on the plans

87 ELECTRICAL SYSTEMS

87-1.03 CONSTRUCTION

On new galvanized equipment, no painting will be required.

Type II service equipment cabinets, telephone equipment cabinets and all controller cabinets, other than aluminum and stainless steel cabinets, shall be painted with a polymeric or an enamel coating system conforming to Color No. 18785 (White) or Federal Standard 595A. All coatings shall be commercially smooth, substantially free of flow lines, paint washout, streaks, blisters, and other defects that would impair serviceability or detract from general appearance. The coatings shall comply with the following requirements.

All existing signal equipment to be reused shall be repainted per this Section or at the discretion of the Engineer.

87-1.03C Installation of Pull Boxes

The Contractor shall remove existing pull box located within limits of curb ramp installations and modify conduit as required to maintain 10-inch clearance between conduit opening and the finished surface of the concrete curb ramp. The Contractor shall modify existing traffic signal conduit as required to provide minimum clearances. This work shall include, but not be limited to, bending, removal, replacement, cutting and installation of new conduit, radius sweeps and/or detector stub-outs as may be required and as approved by the Engineer. Controller wiring or street light conductors shall be protected in place, or removed and replaced by the Contractor as required to complete the work. The Contractor shall install new pull boxes to grade of curb ramp.

The Maximum distance between pull boxes shall be 200-feet, unless shown otherwise on plans. The CONTRACTOR may at his/her own expense, install additional pull boxes to facilitate the work with the approval of the ENGINEER or his/her assigned representative. The locations of all pull boxes on the Plans are schematic. The ENGINEER or his/her assigned representative will approve the final location of all pull boxes

87-1.03H Conductor and Cables Splices

Wiring shall conform to the provisions of this Section and these Special Provisions:

Splices shall be insulated by “Method B”.

87-1.03J Standards, Poles, Pedestal, And Posts

ADD the following paragraph after the first sentence

Foundations shall conform to the provisions of this Section and these Special Provisions:

- (1) On all signal standards to be reused, the Contractor shall verify all base plate, bolt sizes, and bolt circle prior to installing pole foundations.
- (2) All signal pole foundations shall be centered 36 inches from curb face or as shown on the plans.
- (3) All signal poles shall have a 30 inch x 30 inch x 4 inch grout cap
- (4) Portland –cement concrete shall conform to section 90-2, “Minor Concrete” of the Standard Specifications and shall not contain not less than 550 pounds of cement per cubic yard, except concrete for pile foundations shall contain not less than 590 pounds of cement per cubic yard.
- (5) As a first order of work, the Contractor shall physically locate and pothole subsurface installation within 24 inches of the sides of the pole foundations. The Contractor shall notify the Engineer in writing immediately after determining potential conflicts between the pole foundations and subsurface installations. The written notification shall include but not limited to: date and method of locating, type, size, and material of subsurface installation; horizontal and vertical location of conflict, and owner. The Contractor shall complete, excavation, backfill and placement of temporary resurfacing on the same day. When there is no separate bid item, the locating and potholing of subsurface installation shall be included in the payment for traffic signal installation or modification.
- (6) Contractor shall use either a drill rig or hydrovacuum truck to excavate pile foundation holes.

87-1.03L Utility Service

Electrical service equipment shall conform to the provisions of this Section and these Special Provisions, and the details on the construction plans.

The City of Orange will authorize the serving utility to energize the necessary signal and lighting service. All installation charges will be considered in the lump sum bid by the Contractor, per location, and no separate payment will be made therefore. For installation changes and inspection the Contractor shall contact Edison Planning.

The Contractor shall schedule all work with The Edison Company for inspection, service shutdowns and meter and service installations.

- (1) All new Type II service equipment shall be Pacific Utility Products USP2-100-OR-4. The Contractor shall supply and install all equipment necessary for service installation and operation. The new service shall be painted white.
- (2) All existing Type II and Type III services to be reused shall be modified by the Contractor, if required, to provide new operation and shall be maintained during signal modification.
- (3) The Contractor shall install and supply or reuse existing (as indicated on plans) the IDC-Myers custom products side mount UPS cabinet with a 2000E ITS inverter and batteries, BC100HZG-LH-UPS (cabinet) – ITS-PB-2000E (UPS inverter). The Contractor shall have the UPS manufacturer provide technical support for the final installation and signal turn-on.
- (4) The new Type III service equipment shall be Pacific Utility Products USP-100-OR-2. The Contractor shall supply and install all equipment necessary for service installation and operations. The new service equipment shall be painted white.
- (5) The contractor shall provide all labor, material, and equipment necessary to wire from the Edison service point to the City's service meter pedestal. Conductors shall be AWG No. 3-#4.

87-1.03N Fused Splice Connectors

Wiring shall conform to the provisions of this Section and these Special Provisions

All fuse kits shall be placed in signal pole hand hole. Contactor shall install #10 conductors with fuse kit to luminaire.

87-1.03R Signal Heads

87-1.03R(4) Signal Mounting Assemblies

- (1) Signal mounting assemblies provided for this project shall be of the type described in this Section.
- (2) Where indicated on the plans by the symbol (CS), a Clamshell mounting assembly shall be used as described in this Section.
- (3) Color shall be Dark Olive Green.

87-1.03T Accessible Pedestrian Push Buttons

General requirements

The Accessible Pedestrian Signal system shall consist of Push Button Stations installed on poles with existing pairs of button wires, and an Intelligent Central Control Unit (ICU) installed in the traffic cabinet shelf. The ICU shall communicate with the Push Button Stations using digital data over the two low voltage wires, the buttons shall be powered by the same wires, providing a fully synchronize communication system. The APS system shall meet the current Caltrans Standards and be ADA compliant, as a minimum it shall provide both a push button, 2 inches in diameter with a raised vibrating tactile arrow on the button, along with a variety of audible sounds for different pedestrian signal functions

Materials

The accessible pedestrian push button station shall be ADA compliant, have a push button 2 inches in diameter. It shall contain all electronic control equipment, mounting hardware, audible-tactile push button and option for 9 in. X 12 in., informational pedestrian sign mount (with choice of sign markings/display) with bracket assembly-sign face (MUTCD# R10-3e). The audible-tactile push button station shall be designed to provide a button with a raised directional vibrating tactile arrow and audible sounds. The unit shall have a weatherproof speaker, and the appropriate informational sign for each location. The external housing shall not have any polycarbonate or plastic parts. The system shall consist of an Intelligent Central Control unit (ICU) connected to the controller via a SLDC "Y" Cable

and a 50 pin 4 Cable Harness to the controller's ped call inputs and an interconnect board for landing of the accessible pedestrian push button station (PBS). The PBS shall have a consist of a mounting assembly, and a handheld wireless menu driven configuration device.

Design Compliance

- 1) The System shall meet the functionality requirements of CAMUTCD 2014 – 4E.
- 2) The System shall meet NEMA TS 2 Section 2.1 Temperature & Humidity requirements, or TS4 equivalent.
- 3) The System shall meet NEMA TS 2 Section 2.1 Transient Voltage Protection requirements, or TS4 equivalent.
- 4) The System shall meet NEMA TS 2 Section 2.1 Mechanical Shock and Vibration requirements, or TS4 equivalent.
- 5) The System shall meet IEC 61000-4-4, IEC 61000-4-5 Transient Suppression requirements.
- 6) The System shall meet FCC Title 47, Part 15, Class A Electronic Noise requirements.
- 7) The Push Button Station (PBS) Enclosure shall meet NEMA 250 – Type 4X requirements.
- 8) The Central Control Unit (CCU) Enclosure shall meet NEMA 250 – Type 1 requirements.

Functional Requirements

- 1) The System shall support at least 16 PBS's per intersection (on at least 1 channel) controlled by a single base unit located in the traffic control cabinet.
- 2) The System shall be able to be set to vibrate a tactile arrow button during the WALK interval following a button push and/or every time the walk comes up.
- 3) The System shall have the field-selectable function known as "Locating Tone". This means that during the FLASHING DON'T WALK and the DON'T WALK intervals, the system shall provide a locating tone that emanates from the Pedestrian Push Button Station. The system shall provide at least three different sounds to choose from.
- 4) The System shall have the field selectable function known as "Extended Push Activation". This means that the audible WALK message will only be activated and sound during the WALK interval if the button is depressed for a field selectable minimum period of time (from 0 to 6 seconds). Also, for the following walk and clearance intervals, the volumes have a separately settable minimum and maximum volume level.
- 5) The System shall have the field selectable function known as "Informational Message". This means that a custom message giving the location of the street to cross and the intersection (or other information) will be vocalized only when the button is depressed for a minimum field selectable time.
- 6) The System shall provide a "Wait" message that plays once the button is activated until the walk cycle goes into effect. This message must have the field selectable option of OFF or playing every 4, 6, 8 or 10 seconds.
- 7) The System shall have standard "Travel Direction" options that can be selected at the time of installation.
- 8) The System shall have at least 10 field selectable walk sound options including a cuckoo, a chirp, an MUTCD rapid tick or custom voice message.
- 9) The System shall provide 7 Ped-clearance sound choices including audible countdown (field selectable). The audible countdown shall represent the time remaining during the pedestrian clearance interval. Timing is automatically adjusted to CLEARANCE INTERVAL timing.
- 10) The System shall provide 2 language capabilities, selectable by user (as a field selectable feature).
- 11) The System shall provide Emergency preemption message in conjunction with a preemption system (selectable feature).
- 12) LOCATE tone and "Walk"/"Pedestrian Clearance" audible feature shall have independent settable minimum and maximum volume limits.
- 13) All sounds for all PBS's shall be synchronized.

- 14) The system shall have a non-visible, ambient sensing microphone located in the pedestrian station in an environmentally protected housing.
- 15) The locate sound levels shall adjust automatically in response to ambient noise with field selectable adjustment levels from -30dB to 20dB in 2.5dB increments.
- 16) All other sounds levels shall adjust automatically in response to ambient noise with field selectable adjustment levels from -30dB to 20dB in 5dB increments.
- 17) The system shall utilize high quality digital audio technology by using 16-bit samples at a 48 kHz sample rate audio amplifier. The PBS firmware and voice messages shall be updatable via Bluetooth. There shall be no requirement for the IC chips or module hardware to be removed or exchanged in order to complete a firmware update.
- 18) The System shall have the option to mute sounds on all crosswalks except activated crosswalk (selectable feature).
- 19) Each System device shall have a real time clock capable of keeping time when there is no system power, for at least 2 years from the date of manufacture.
- 20) The System shall have the ability to have four separate program configurations with all features available that any single configuration can be selected through an external input.
- 21) The System shall provide a user settable calendar function allowing four separate configuration profiles to be configured to become active at different times of the day on a daily, weekly, or holiday basis.
- 22) The entire System shall be configurable from any PBS over Bluetooth.
- 23) The entire System shall be configurable from the CCU over Wi-Fi or Ethernet.
- 24) All field access to selectable options using a Bluetooth, Wi-Fi or Ethernet devices shall be protected using password security.

Central Control Unit (CCU)

The CCU is the control unit that provides data for the Push Button Stations. The CCU comes shall be a shelf mount (CCU-S) assembly.

- 1) The CCU-S shall be installed inside the Traffic Cabinet and powered by the AC supply mains (115 VAC).
- 2) The CCU-S shall power at least 16 PBS's.
- 3) The CCU shall control at least 16 PBS's.
- 4) The CCU shall be logically configurable to assign any PBS to one of 16 traffic phases.
- 5) The CCU-S shall receive pedestrian phase Walk, Don't Walk and Clearance inputs from either the traffic cabinet load switches or an SDLC input.
- 6) The CCU shall be able to self-test all PBS's and put a corresponding phase into recall should a PBS assigned to a phase fail the self-test.
- 7) The CCU-S shall provide optically isolated general purpose inputs.
- 8) The CCU-S shall be used with a 4-cable interface harness assembly.
- 9) The CCU shall have internal storage to log several hundred events with a date-time stamp for each event.
- 10) The CCU shall have an internal real-time clock capable of setting in the field and propagating the time to each connected PBS.
- 11) The CCU firmware shall be updatable via either Wi-Fi or Ethernet. There shall be not requirement for the IC chips or module hardware to be removed or exchanged in order to complete the firmware update.
- 12) The CCU shall have monitor PED interval conflicts and signal affected PBS's to an off state when a conflict occurs.

- 13) The CCU-S shall meet NEMA 250 – Type 1 enclosures requirements.
- 14) The CCU shall have a backlit LCD screen and button interface to allow placing test calls and display status.

Pedestrian Push Button Station (PBS)

The PBS allows the pedestrian to place calls to the traffic controller and provides vibro-tactile feedback during the Walk cycle. This equipment is typically mounted on a pole, near the start of the crossing.

- 1) PBS shall be mounted to a pole by banding or bolting.
- 2) PBS shall be a single fixture that contains the vibro-tactile, 2 inch pressable area, ADA-compliant pedestrian push button with directional tactile arrow, a weather-resilient design, and the appropriate sign for each location.
- 3) PBS Speaker shall be 8 Ohms, 6 Watt, and weather-proof.
- 4) PBS Button shall be ADA compliant with raised arrow on the button plunger. Cast Aluminum, Nickel plated and powder coated for color contrast. PBS arrow shall allow for change in orientation to one of four directions.
- 5) PBS Arrow Button Actuation shall use Hall Effect Sensor technology rated to greater than 20 million operations.
- 6) PBS Arrow Button Push Force shall have three adjustable pressure settings between 1 and 3lbs
- 7) PBS Arrow Button shall pulse and vibrate at 20 Hz with displacement factor based on pounds of force used to actuate
- 8) PBS shall include internal Conflict Monitor with microcontroller that independently monitors WALK, and DON'T WALK input signals for conflict condition; disables system operation and logs errors if conflict occurs.
- 9) PBS firmware and voice messages shall be updatable via Bluetooth. There shall be no requirement for the hardware to be changed out to update.
- 10) PBS shall meet or exceed NEMA 250 type 4X enclosure requirements.
- 11) PBS Construction shall be:
 - i. FRAME: Cast Aluminum Powder Coated, and Reinforced, UL-listed Thermoplastic.
 - ii. MESSAGE SIGN: Aluminum, Powder Coated, Ink Markings, or Reflective Vinyl Sheeting
 - iii. PUSH BUTTON: Aluminum, Powder Coated.
- 12) Electronic circuits (printed circuit board assemblies) shall be encapsulated for environmental protection with a thermoplastic polyamide having a UL94-V0 flammability rating. The encapsulation technology shall allow light and RF transmissions. The encapsulation shall be capable of providing NEMA 250 4X protection to all covered components.
- 13) PBS Message Marking at time of order may specify the Message Sign Markings to be the International Walking Person or the Informational Explanations for the three (3) distinct pedestrian displays (WALK, DON'T WALK, and PED CLEAR) that a pedestrian would see on an active pedestrian signal.

Field Programming Devices

(iOS v.8.0 or higher devices or a PC with Windows 7, 8 or 10)

- 1) The iOS and PC applications shall be upgradable.
- 2) The iOS and PC applications shall notify the user when a newer version is available.
- 3) The iOS and PC applications shall notify the user when newer PBS and CCU firmware is available.
- 4) The iOS and PC applications shall provide the mechanism to download the latest PBS and CCU firmware.
- 5) The iOS and PC applications shall be capable of setting all volumes and features of the APS system specific to the PBS's.
- 6) The iOS and PC applications shall be capable of setting/updating a single PBS or all PBS's on the intersection for most functions from a single PBS or CCU. (Global updating).
- 7) The iOS and PC applications shall be capable of storing, modifying, loading, and emailing PBS configuration settings.

Construction

Arrange to have a manufacturer's representative at the job site when the APS is installed.

The APS must not interfere with the traffic signal controller assembly, the signal installation on signal standards, the pedestrian signal heads, or the terminal compartment blocks. The APS electronic control equipment must reside inside the APS assembly.

The contractor is responsible for the compatibility of the component and for making the necessary calibration adjustments to deliver the performance specified. Furnish the equipment and hardware, and then set up, calibrate, and verify the performance of the APS. Point arrows on the pushbutton signs in the same direction as the corresponding crosswalk. Attach the sign to the APS assembly.

87-1.03T(1) PAYMENT

The payment for **INSTALLING ACCESSIBLE PEDESTRIAN SIGNALS** shall include full compensation for all labor, materials, equipment and work shown on the Plans and as directed by the Engineer as part of the bid item **TRAFFIC SIGNAL MODIFICATION**. The lump sum price for **TRAFFIC SIGNAL MODIFICATION** shall include installing accessible pedestrian signals, removal and installation of new pedestrian push button stations, location, identification, and protection of utilities, protecting in place existing improvements, adjustments in the location of equipment to be installed, or any other work required to provide the intended operation as shown on the plans.

87-1.03U Pedestrian Push Button Assemblies

All pedestrian and bike push buttons shall be Type "B" as shown on the plans. All new push buttons shall meet all ADA requirements with a minimum of 2" diameter button.

87-1.03V Detectors

87-1.03V(2) Inductive Loop Detectors

Inductive loop detectors shall conform to the provisions of this Section and these Special Provisions:

- (1) .All detector units shall be: "Econolite Model G68" or Reno G series Model GT-200 detector
- (2) Type B lead-in cable shall be provided for this project. Detector Systems DS-1602 shielded loop leadpin cable or equal. All loop cables shall have type letter designation markings
- (3) All loop cables shall have crimp type connectors and soldered prior to final hook-up.
- (4) All inductive loops shall be 6' diameter Type E and have a minimum of 1" (1 inch) hot-melt rubberized asphalt sealant over conductors. All loop lay-out shall be approved by the Traffic Engineer prior to saw-cutting. Limit line loops shall be modified 6-foot diameter Type D bike/motorcycle loops
- (5) All inductive loop wire shall be Type 2.
- (6) The Contractor shall test the detectors with a motor-driven cycle, as defined in the California Vehicle Code, that is licensed for street use by the Department of Motor Vehicles of the State of California. The unladen weight of the vehicle shall not exceed 200 pounds and the engine displacement shall not exceed 100 cubic centimeters. Special features, components or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor-driven cycle through the response or detection area of the detector at not less than 3 miles per hour nor more than 7 miles per hour. The detector shall provide an indication in response to this test.

Measurement and Payment:

The payment for DETECTOR LOOPS shall include full compensation for all labor, materials, equipment and work shown on the Plans and as directed by the Engineer as part of the bid item TRAFFIC SIGNAL MODIFICATION. The lump sum price for TRAFFIC SIGNAL MODIFICATION shall include installing DETECTOR LOOPS, removals,

and protection of utilities, protecting in place existing improvements, adjustments in the location of equipment to be installed, or any other work required to provide the intended operation as shown on the plans.

87-1.03V(4) Emergency Vehicle Preemption System (EVP)

Multimode Priority Control System

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 GPS Radio Unit M-3100

GTT GPS Installation Cable

Intersection detection equipment will consist of either a GPS receiver and radio transceiver or an infrared detector or both 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 infrared detector receives the data-encoded infrared signal from the infrared equipped vehicle and transfers information through detector cable designed to convert Infrared light energy at the proper wavelength into analog voltage signals that can be evaluated and decoded by the multimode phase selector.

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. Arbitration between infrared signal intensity and 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 California/New York Type 170 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 or agency 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 dealers representative shall provide a test vehicle with the latest Opticom IR and GPS emitter as required for the testing. Please contact DDL Traffic Inc, the Sole Authorized Dealer for Southern California @ 714-321-7513.

Substantiated Warranty

GTT will warrant, provided the priority control system has been properly installed and tested by a GTT certified technician and operated and maintained component parts of a matched system to be defective in workmanship or material during the first (10) years from date of shipment from the manufacturer

87-4 SIGNAL AND LIGHTING SYSTEMS

87-4.02 Materials

87-4.02C Internally Illuminated Street Name Signs

- (1) New internally illuminated street name signs to be provided for this project shall be: NAIM-72 Edge Lit LED-S-VPM (Pole Mount) 22"x72" with housing finish (non-painted) natural aluminum.
- (2) One photo cell shall be provided for each location in lieu of one photo cell per sign, (see service detail).
- (3) Lettering shall be series "E" 8 inch caps and 6 inch lower case.
- (4) Single faces shall be provided as shown on plans (unless shown on plans otherwise).
- (5) All nuts for arm lamps shall be nylon locking type.
- (6) All signs shall be blue background color, 3M 3630-87 Royal Blue translucent film with clear UV overlay.
- (7) Panel material shall be 0.177" white polycarbonate.

87-21 EXISTING ELECTRICAL SYSTEMS

87-21.01 GENERAL

Salvaging of electrical equipment shall conform to the provisions of this Section and these Special Provisions.

- (1) All equipment to be salvaged except for foundations, conduit, and pull-boxes, shall remain the property of the City of Orange, and shall be transported, unless otherwise directed by the Engineer, to the City of Orange Corporation Yard, located at 637 W. Struck Ave.

Full compensation for transporting salvaged equipment to the specified location shall be considered as included in the lump sum bid by the Contractor per location and no separate payment will be made therefore

PART 9

ALTERNATE ROCK PRODUCTS, ASPHALT CONCRETE

PORTLAND CEMENT CONCRETE AND UNTREATED BASE

MATERIAL

SECTION 900 - PORTLAND CEMENT CONCRETE AGGREGATES

900-1.1 General

The Cleanness Value requirement of Section 200-1.4 shall be replaced with the following:

<u>Tests</u>	<u>Test Method No.</u>	<u>Requirements</u>
Cleanness Value	California 227	
Individual Test		70 Min.*
Moving Average		75 Min.*

The Sand Equivalent requirement of Section 200-1.5.3 shall be replaced with the following:

<u>Tests</u>	<u>Test Method No.</u>	<u>Requirements</u>
Sand Equivalent:	California 217	
Individual Test		70 Min.*
Moving Average		75 Min.*

* For 2500 or less class concrete, except concrete pavement, a minimum 65 Individual Test Result and minimum 70 Moving Average will be acceptable if the 28 day strength exceeds 2500 p.s.i. at a 6-inch slump or greater.

Portland Cement Concrete shall be sampled and tested in accordance with the following ASTM and California Test Methods:

Sampling Fresh Concrete	California No. 539
Obtaining Drilled Cores	C-42
Molding and Curing Specimens	California No. 540
Compressive Strength	California No. 521
Flexural Strength	California No. 536
Slump	C-143
Air Content	California No. 504
Unit Weight, Yield	California No. 518
Setting of Mortar	C-191 or C-266
Mortar Cube Test	California No. 515
Drying Shrinkage (with admixture)	California No. 530

Unless otherwise restricted by the City of Orange General Plan, Old Towne Historic District, Redevelopment Agency Standards or other special districts, no color admixtures shall be used in Portland Cement Concrete (PCC) construction work within the public street right-of-way.

900-2 PROCESSED MISCELLANEOUS BASE

At least 65 percent by weight of the material retained on No. 4 sieve shall be crushed particles as determined by Test Method No. California 205.

900-4.1 ASPHALT CONCRETE: GENERAL

The asphalt concrete class shall be as designated in the following table:

ASPHALT CONCRETE CLASS USE TABLE		
<u>Construction</u>	<u>Asphalt Concrete Class</u>	<u>Asphalt %</u>
<u>Arterial Highways</u>		
Base Course	III-B2-PG 64-10	4.6 to 6.0%
Surface Course	III-C3-PG 64-10	4.6 to 7.0%
Asphalt Rubber Hot Mix (ARHM)	ARHM-GG-B	
<u>Other Streets (Residential)</u>		
Base Course	III-B2-PG 64-10	4.6 to 6.0%
Surface Course	III-C3-PG 64-10	4.6 to 7.0%
Asphalt Concrete Curb (berm)	III-D- PG 64-10	6.0 to 8.0%
Feathered edges of base course	III-C3- PG 64-10	4.6 to 7.0%

900-4.2 Coarse Aggregate

Coarse aggregate shall consist of material of which at least 75 percent by weight shall be crushed particle.

ATTACHMENT NO. 6

Federal Prevailing Wage Rates

[Behind this sheet]

"General Decision Number: CA20210024 02/12/2021

Superseded General Decision Number: CA20200024

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	02/05/2021
3	02/12/2021

ASBE0005-002 07/06/2020

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 45.39	23.74
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 28.92	18.73

ASBE0005-004 07/01/2019

	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)....	\$ 20.63	12.17

* 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 06/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.43	14.11
TILE FINISHER.....	\$ 28.23	12.65
TILE LAYER.....	\$ 40.07	18.36

BRCA0018-010 09/01/2020

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.66	14.20
TERRAZZO WORKER/SETTER.....	\$ 41.60	14.73

CARP0409-001 07/01/2018

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 41.84	19.17
(2) Millwright.....	\$ 42.91	19.17
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 42.54	19.17
(4) Pneumatic Nailer, Power Stapler.....	\$ 40.09	19.17
(5) Sawfiler.....	\$ 39.83	19.17
(6) Scaffold Builder.....	\$ 31.60	19.17

(7) Table Power Saw
 Operator.....\$ 40.93 19.17

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.

 CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	7.17

 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

 ELEC0011-002 12/28/2020

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 41.52	3%+14.33
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 08/31/2020

	Rates	Fringes
CABLE SPLICER.....	\$ 50.11	21.95

ELECTRICIAN.....\$ 47.91 21.89

* ELEC0441-003 12/28/2020

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 39.07	15.38
Technician.....	\$ 31.23	15.39

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC0441-004 08/31/2020

Rates Fringes

ELECTRICIAN (TRANSPORTATION SYSTEMS, TRAFFIC SIGNALS & STREET LIGHTING)

Cable Splicer/Fiber Optic		
Splicer.....	\$ 48.51	21.91
Electrician.....	\$ 47.91	21.89
Technician.....	\$ 35.93	21.53

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, dector loop, fiber optic cable and video/data.

ELEC1245-001 06/01/2020

Rates Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..	\$ 59.14	20.78
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 47.24	19.59
(3) Groundman.....	\$ 36.12	19.19

(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

ELEV0018-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.32	35.825+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20

GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

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 than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50

yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired

earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

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 thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

 IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 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

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-005 03/01/2020

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 36.13	20.33

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2020

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 45.05	19.62
GROUP 2.....	\$ 44.10	19.62
GROUP 3.....	\$ 40.56	19.62

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

LAB00652-001 07/01/2020

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 42.54	21.04

GROUP 2.....	\$ 42.86	21.04
GROUP 3.....	\$ 43.32	21.04
GROUP 4.....	\$ 44.01	21.04
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, cabledtender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB00652-003 07/01/2020

	Rates	Fringes
Brick Tender.....	\$ 34.00	19.77

LAB01184-001 07/01/2020

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 37.85	15.99
(2) Vehicle Operator/Hauler.	\$ 38.02	15.99
(3) Horizontal Directional Drill Operator.....	\$ 39.87	15.99
(4) Electronic Tracking Locator.....	\$ 41.87	15.99
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 39.06	19.01
GROUP 2.....	\$ 40.36	19.01
GROUP 3.....	\$ 42.37	19.01
GROUP 4.....	\$ 44.11	19.01

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01414-001 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2020

Rates Fringes

Painters: (Including Lead Abatement)

(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 10/01/2020

Rates Fringes

DRYWALL FINISHER/TAPER.....	\$ 43.18	20.92
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PAIN0036-015 01/01/2020

Rates Fringes

GLAZIER.....	\$ 43.45	23.39
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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 01/01/2020

Rates Fringes

SOFT FLOOR LAYER.....	\$ 37.55	13.78
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PLAS0200-009 08/07/2019

Rates Fringes

PLASTERER.....	\$ 43.73	16.03
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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 09/01/2020

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.....	\$ 50.70	23.73
Work ONLY on strip malls,		

light commercial, tenant improvement and remodel work.....\$ 38.73 22.06

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.....\$ 52.28 24.71

PLUM0345-001 09/01/2020

Rates Fringes

PLUMBER

Landscape/Irrigation Fitter.\$ 35.30 24.10

Sewer & Storm Drain Work....\$ 39.39 21.48

ROOF0036-002 09/15/2020

Rates Fringes

ROOFER.....\$ 40.77 18.22

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

SFCA0669-008 01/01/2021

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.....\$ 39.83 26.23

* SFCA0709-003 01/01/2021

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).....\$ 48.71 29.15

SHEE0105-003 01/01/2021

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.....	\$ 48.28	29.46
(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...	\$ 48.28	29.46

TEAM0011-002 07/01/2020

Rates Fringes

TRUCK DRIVER

GROUP 1.....	\$ 32.59	30.59
GROUP 2.....	\$ 32.74	30.59
GROUP 3.....	\$ 32.87	30.59
GROUP 4.....	\$ 33.06	30.59
GROUP 5.....	\$ 33.09	30.59
GROUP 6.....	\$ 33.12	30.59
GROUP 7.....	\$ 33.37	30.59
GROUP 8.....	\$ 33.62	30.59
GROUP 9.....	\$ 33.82	30.59
GROUP 10.....	\$ 34.12	30.59
GROUP 11.....	\$ 34.62	30.59
GROUP 12.....	\$ 35.05	30.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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)).

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.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"