

TOWN OF PARADISE
Department of Public Works
5555 Skyway
Paradise, CA 95969

Contract Specifications and Bid Book

Notice to Bidders
General and Special Provisions
Bid Documents
Contract Forms
Attachments

for

**Clark Road Safety Enhancements
Contract No. 14-05**

Federal Project No. HSIPL 5425 (28)

For use with Standard Specifications and Standard Plans dated May 2010 of the California Department of Transportation, General Prevailing Wage Rates and Labor Surcharge, and Equipment Rental Rates in effect on the date the project work is accomplished.

SET NO. _____

**Clark Road Safety Enhancements
Contract No. 14-05**

The Special Provisions contained herein have been prepared by or under the direction of the following Registered Person:

 8/12/15

Marc A. Mattox
RCE 79885, Exp. 09/30/2016

Date



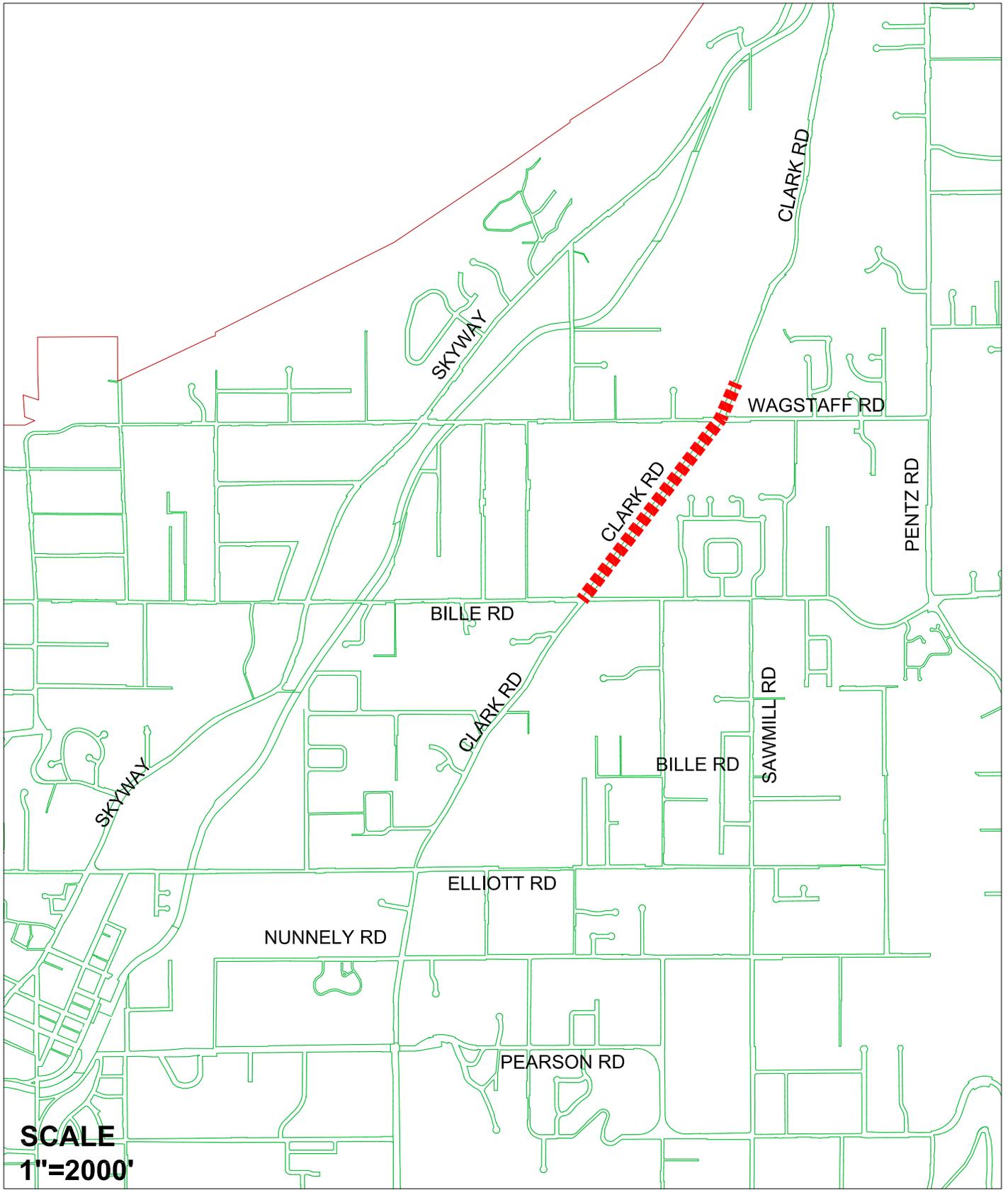
Contract Specifications and Bid Book

Table of Contents

Vicinity Map	6
Notice to Bidders	7
General and Special Provisions	11
SECTION 1. GENERAL	11
1-1. Standard Specifications and Standard Plans	11
1-2. Definitions and Terminology	11
1-3. Description of Project	12
1-4. Location of Work	12
1-5. Site Investigation and Representation	12
1-6. Construction Limits	12
1-7. Wildland Fire Area	12
1-8. Portable Toilet	12
1-9. Environmental Control	12
1-10. Dust Control	13
1-11. Construction Water	13
1-12. Coordination with Utilities	13
1-13. Obstructions	13
1-14. Water Pollution and Erosion Control	13
1-15. Buy America Requirements	14
1-16. As-Built Plans	15
SECTION 2. BID AND CONTRACT REQUIREMENTS	16
2-1. Bid Format	16
2-2. Bidders' Understanding	16
2-3. Addenda and Explanations to Bidders	16
2-4. Non-Collusion Affidavit	16
2-5. Subcontractor List	17
2-6. Non-Discrimination Clause	17
2-7. Federal Lobbying Restrictions	17
2-8. Disadvantaged Business Enterprises (DBE)	17
2-9. Bid Guarantee	21
2-10. Bid Rigging	21
2-11. Bid Opening	21
2-12. Failure to Comply with Special Provisions	21
2-13. Award of Contract	21
2-14. Execution Of Contract	22
2-15. Contract Bonds	22
2-16. Guarantee of Work	22
SECTION 3. LEGAL REGULATIONS & RESPONSIBILITY TO THE PUBLIC	23
3-1. Laws to be Observed	23
3-2. Labor Code & Prevailing Wage Requirements	23
3-3. Permits	23
3-4. Contractor License	24
3-5. Indemnity	24
3-6. Liability Insurance and Workmen's Compensation Insurance	24
3-7. Examination and Audit	25
SECTION 4. CONTROL OF THE WORK	26
4-1. General	26
4-2. Lines, Grades and Surveying	26
4-3. Intent of Plans and Specifications	26
4-4. Differing Site Conditions	26
4-5. Subcontractor and DBE Records	26

4-6.	Subcontracting	27
4-7.	Vandalism	27
4-8.	Final Inspection	27
SECTION 5.	PROGRESS OF THE WORK, LIQUIDATED DAMAGES AND CONTRACT TIME	29
5-1.	Pre-Construction Conference.....	29
5-2.	Beginning of Work, Time of Completion and Liquidated Damages	29
5-3.	Suspension Of Work	29
5-4.	Working Hours Restrictions	29
5-5.	Mobilization	29
5-6.	Progress Schedule and Progress Meetings.....	29
5-7.	Extension of Contract Time.....	30
5-8.	Right-of-Way Delays	30
SECTION 6.	PAYMENT.....	31
6-1.	General.....	31
6-2.	Progress Payments.....	31
6-3.	Prompt Progress Payment to Subcontractors.....	31
6-4.	Prompt Payment of Funds Withheld to Subcontractors.....	31
6-5.	Final Payment	32
6-6.	Force Account Payment.....	32
SECTION 7.	SAFETY PRECAUTIONS, MOBILITY & NOTIFICATION	33
7-1.	Safety	33
7-2.	Preservation of Property.....	33
7-3.	Interruption of Service	33
7-4.	Construction Area Signs	33
7-5.	Traffic Control.....	34
7-6.	Advance Notification of Agencies.....	35
7-7.	Advance Notification of Public.....	36
SECTION 8.	QUANTITIES AND CONTROL OF MATERIALS	37
8-1.	Quantities	37
8-2.	Materials.....	37
8-3.	Quality Control and Submittals.....	37
8-4.	Quality Assurance	37
SECTION 9.	ROAD CONSTRUCTION.....	38
9-1.	Description	38
9-2.	Micro-Surfacing Emulsion	38
9-3.	Aggregate.....	39
9-4.	Mineral Filler.....	40
9-5.	Water.....	40
9-6.	Additives.....	40
9-7.	Laboratory Evaluation	40
9-8.	Rate of Application	41
9-9.	Equipment and Use.....	41
9-10.	Weather Limitations	42
9-11.	Surface Preparation	42
9-12.	Schedule	42
9-13.	Notification of Public.....	42
9-14.	Micro-Surfacing Traffic Control	43
9-15.	Placement	43
9-16.	Stock Pile Sites	44
9-17.	Clean-up.....	44
9-18.	Measurement and Payment.....	44
SECTION 10.	CONCRETE	45
10-1.	Demolition	45
10-2.	Concrete Driveways, Curbs, Gutters, Islands and Pedestrian Access Ramps.....	45
10-3.	Truncated Domes, Cast-In-Place.....	45
10-4.	Truncated Domes, Surface Applied	48
10-5.	Pavement/Concrete Restoration	51

SECTION 11. SIGNAL MODIFICATIONS	52
11-1. Description	52
11-2. Codes and Regulations	52
11-3. Submittals and Operation/Maintenance Manuals	52
11-4. Warranties.....	53
11-5. Coordination with Existing Utilities	53
11-6. Equipment Removal.....	53
11-7. Pedestrian Push Button.....	53
11-8. Measurement and Payment	53
SECTION 12. STRIPING AND MARKINGS	54
12-1. Schedule of Final Pavement Delineation	54
12-2. Thermoplastic Striping and Markings.....	54
12-3. Pavement Markers	54
Additional Federal Aid Provisions	55
Female and Minority Goals.....	56
Federal Trainee Program	57
Title VI Assurances	58
Bid to the Town of Paradise	60
Contractor’s License Declaration	63
Experience Statement	64
Exhibit 12-B Bidder’s List of DBE and Non-DBE Sub-Contractors	65
Public Contract Code Statements & Questionnaire	68
Non-lobbying Certification for Federal-Aid Contracts	72
Disclosure of Lobbying Activities	73
Certificate of Acknowledgement	75
Bidder’s Bond	77
Exhibit 15-G Local Agency DBE Commitment	78
Exhibit 15-H DBE Information – Good Faith Efforts	81
Contract Forms	85
Owner-Contractor Agreement	86
Federal Minimum Wage Rates	91
FHWA Form 1273, Federal Aid Contract Provisions	92
Bond of Faithful Performance	105
Payment Bond	106



TOWN OF PARADISE
PUBLIC WORKS DEPARTMENT

5555 Skyway
Paradise, California 95969
Phone: (530) 872-6291 Fax: (530) 877-5059

Highway Safety Improvement Program
Clark Road Safety Enhancements
Vicinity Map

Town of Paradise
Department of Public Works
Notice to Bidders

Federal Aid Project No. HSIPL 5425 (28)

Contract No. 14-05, Clark Road Safety Enhancements

in the

Town of Paradise, County of Butte, State of California

The Town of Paradise will receive sealed bids for the above public works project at the Office of the Town of Paradise Town Clerk, 5555 Skyway, Paradise, CA 95969, until **11:00 AM (PST), September 3, 2015**, at which time they will be publicly opened and read aloud. The envelope enclosing the bid submittal shall be clearly marked "Bid for Contract No. 14-05, Clark Road Safety Enhancements" and the date and hour for opening of bids. Bid forms for the project work are included herein.

No bid will be considered unless it is made on the bid form purchased from and furnished by the Department of Public Works.

Each bid must be accompanied by cash, cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer made payable to the Town of Paradise for an amount equal to at least ten percent (10%) of the total bid amount, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

The DBE Contract Goal is 6%.

The estimated construction cost of the project is \$360,000

Time of completion is 25 working days.

Liquidated damages for the project are \$1,000 per working day delay.

General project work description:

In general, project work includes installation of ADA-compliant concrete pedestrian access ramps, sidewalks, and driveways, micro-surfacing operations, signal modifications and other items of work as indicated by the project plans and specifications.

The contractor shall possess a California Class A license or a combination of classes required by the categories and types of project work included in this contract.

This project is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

Clark Road Safety Enhancements

The total quantity of materials estimated for this Project is shown in the tables below:

Bid Item	Item Description	Unit of Measure	Estimated Quantity
1	Jobsite Photographs and Video	LS	1
2	Stormwater Pollution Protection Plan and BMPs	LS	1
3	Traffic Control System	LS	1
4	Demolition	SF	7772
5	Minor Concrete, 6" Curb and Gutter	LF	604
6	Minor Concrete, Pedestrian Access Ramp	EA	13
7	Minor Concrete, Pedestrian Access Island Modifications	EA	4
8	Minor Concrete, Driveway	SF	635
9	Minor Concrete, Sidewalk	SF	140
10	Truncated Domes, Federal Yellow, Surface Applied	EA	3
11	Truncated Domes, Federal Yellow, Cast-in-Place	EA	26
12	Pavement/Concrete Restoration Area	SF	2152
13	Type III Microsurfacing	SY	30659
14	Signal Modifications (Clark Road at Bille Road)	LS	1
15	Signal Modifications (Clark Road at Wagstaff Road)	LS	1
16	Thermoplastic Striping, 12" White	LF	1281
17	Thermoplastic Striping, Detail 9 Lane Line	LF	7552
18	Thermoplastic Striping, Detail 22 Centerline	LF	1897
19	Thermoplastic Striping, Detail 29 Center Median	LF	78
20	Thermoplastic Striping, Detail 32 Center Turn Lane	LF	2076
21	Thermoplastic Striping, Detail 38 Channel Line	LF	738
22	Thermoplastic Marking, Type IV Arrow (L)	EA	42

Plans and specifications may be obtained from the Town for a non-fundable deposit of **\$40.00** per set. An additional fee of \$10.00 will be charged for mailing of documents. Copies of the referenced Standard Specifications issued by the State of California, Department of Transportation, may be obtained from the State of California, Department of Transportation, Publications Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95819.

The successful bidder, at bidder's own expense, shall furnish a faithful performance bond and a payment bond each in an amount of one hundred percent (100%) of the total bid, respectively, and in the form prescribed for use by the Town of Paradise. The bonds shall be provided to the Town at the time of execution of contract.

The Project requires the payment of prevailing wage rates. Pursuant to Labor Code Section 1770 et seq, the general prevailing wage rates in the county in which the project work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at Town of Paradise and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the Special Provisions. The Federal minimum wage rates set forth in this project as predetermined by the United States Secretary of Labor are set forth in the books entitled "Notice to Contractors, Special Provisions, and Contract Documents". The Federal minimum wage rates for this project may be obtained directly from the Department of Labor home page at www.gpo.gov/davisbacon. Click on "Browse All Determinations By State", then click on "California", and then click on the "Highway" determination for Butte County. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of the plans and specifications.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the contractor and subcontractors shall pay not less than the higher wage rate for project work. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

In its sole discretion, the Town of Paradise or its designee may reject any and all bids presented, may accept an item or group of items of any bid, may modify or cancel in whole or in part the notice inviting bids, and may determine to re-advertise for bids. Similarly, the Town Council or its designee reserves the right to waive informalities and minor irregularities in any bids received.

If two or more bids received are for the same total amount or unit price, quality and service being equal, the Town Council or its designee may accept the one it chooses or accept the lowest bid made after negotiation with tie bidders pursuant to Public Contract Code 20166.

The Town officer or employee conducting the bidding procedure shall present the bid tabulation to the Town Council or its designee for consideration and award if deemed appropriate.

Bids will be required to set forth the price of the items bid upon, the total sales and use taxes that will be due on the purchase or use of the items bid upon, and a total figure for the price plus tax. Any difference between the taxes shown on the bid as the total figure and that actually due shall be the responsibility of the bidder.

No charge for delivery, shipping, parcel post, packing, insurance, license fees, permits, or for any other purpose will be paid by the Town of Paradise unless expressly included and itemized in the bid.

The Town of Paradise affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

No charge for delivery, shipping, parcel post, packing, insurance, license fees, permits, or for any other purpose will be paid by the Town of Paradise unless expressly included and itemized in the bid.

The Town of Paradise affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Pursuant to Public Contract Code Section 7201, Town will withhold five percent (5%) from each payment to contractor until completion of the project. Town will release such retention amount to the contractor 35 days after the recordation of the Notice of Completion for the Project.

Pursuant to Public Contract Code Section 22300, the Contractor may elect to receive one hundred percent (100%) of payments due under the contract from time to time without retention of any portion of the payment by the public agency in accordance with the provisions of the Public Contract Code Section 22300. Such securities, if deposited by the Contractor, shall be valued by the public agency's finance director (treasurer), whose decision on valuation of the securities shall be final.

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.

Technical questions should be directed to the Town of Paradise Town Engineer, (530) 872-6291 x125, attention Marc Mattox.

Town of Paradise

Town Manager:  _____

Dated: August 12, 2015

Bids Open: September 3, 2015

Publish August 12, 2015

August 22, 2015

Town of Paradise
Department of Public Works
General and Special Provisions

Contract No. 14-05, Clark Road Safety Enhancements

in the

Town of Paradise, County of Butte, State of California

SECTION 1. GENERAL

1-1. Standard Specifications and Standard Plans

The project work embraced herein shall be done in accordance with the Standard Specifications dated 2010 and the Standard Plans dated 2010 of the California Department of Transportation insofar as the same may apply and these special provisions. In case of conflict between the Standard Specifications and these general and special provisions, the general and special provisions shall take precedence over and be used in lieu of such conflicting portions.

Amendments or Revisions to the Standard Specifications set forth in these special provisions or attached in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended/revised" or the term "Standard Specifications are amended/revised" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications.

1-2. Definitions and Terminology

Whenever in the Standard Specifications, or in any documents or instruments where these specifications govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

COUNTY: The County of Butte

PUBLIC WORKS BUILDING: Town Hall, 5555 Skyway, Paradise, CA.

DIRECTOR OF PUBLIC WORKS: The Town Engineer of the Town of Paradise.

STATE HIGHWAY ENGINEER: The Town Engineer of the Town of Paradise.

ENGINEER: Engineer shall mean the Town Engineer of the Town of Paradise or their authorized agents.

LABORATORY: That laboratory designated by the Engineer

Whenever the term "Owner", "Agency", "State", "City" or "Board" is used in these Contract Documents, it shall be understood to mean the Town of Paradise.

Other terms appearing in the Standard Specifications and these Special Provisions shall have the intent and meaning specified in Section 1, Definition of Terms of the Standard Specifications.

In case of conflict between Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

The Standard Plan details, Town of Paradise Standard Details, and other special details applicable to this contract include, but are not limited to, those in the Appendix. The Revised Standard Plans (RSP) and New Standard Plans (NSP) which apply to this contract are referenced on either the Plans or the Technical Specifications.

1-3. Description of Project

The project work to be done and referred to herein is the Clark Road Safety Enhancements, in the Town of Paradise, Butte County, State of California, in general as follows:

In general, project work includes installation of ADA-compliant concrete pedestrian access ramps, sidewalks, and driveways, micro-surfacing operations, signal modifications and other items of work as indicated by the project plans and specifications.

1-4. Location of Work

The location is in the Town of Paradise as shown on the vicinity map attached in these Contract Specifications.

1-5. Site Investigation and Representation

The Contractor acknowledges that he has satisfied himself as to the nature and location of the project work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, drainage courses, or similar physical conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the project work and all other matters that can in any way affect the project work or the cost thereof under this Contract.

The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site, review of information made available to Contractor by the Owner, as well as from information presented by the Plans and Specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with all the available information will not relieve Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the project work.

1-6. Construction Limits

The Contractor shall confine Contractor's operations to designated property, road rights-of-way, and existing easements as designated on the Plans.

1-7. Wildland Fire Area

The Contractor is advised that the Town of Paradise is in a **Wildland Fire Area** and during the summer months the fire hazard is **EXTREME**. Fire safe conduct by the contractor and Contractor's employees is to be observed at all times. Fire extinguishers or other approved fire suppressants are to be available at all times while contract operations are underway.

At any time during the progress of this contract it may be necessary to shut down operations due to Emergency Operations by the Town in response to a wildland fire. If a shut down should occur during the Contractor's normal operations, contractor may request delay-related time or payment adjustment by per Section 8-1.07, Delays of the Standard Specifications.

1-8. Portable Toilet

A portable toilet facility shall be provided and maintained by the Contractor and serviced on a regular basis. The Contractor shall coordinate with the Town of Paradise Department of Public Works for location of toilet at the preconstruction meeting.

Full compensation for providing, maintaining, and servicing a portable toilet facility shall be considered as included in the contract price paid per lump sum for portable toilet rental and no additional compensation will be allowed therefor.

1-9. Environmental Control

Attention is directed to Sections 14-8, 14-9, and 14-10 of the Standard Specifications. The Contractor shall comply with all environmental control rules, regulations, ordinances, and statutes that apply to the project and any project work performed pursuant to the contract.

Contractor shall haul away and dispose of all removed waste materials at a proper disposal site.

Unless otherwise designated, all trees, landscaping, and shrubbery shall be protected.

Contractor will be required to provide the Town a spill countermeasure plan prior to beginning construction.

1-10. Dust Control

Dust control measures shall be taken in conformance to Section 14 of the Standard Specifications. Contractor shall water the construction site at sufficient intervals to preclude the nuisance of dust caused by the Contractor's operations and/or wind and traffic, at no additional compensation.

1-11. Construction Water

The Contractor can obtain construction water for construction by making arrangements with Paradise Irrigation District (530) 877-4971 for a temporary hydrant meter.

Full compensation for developing, maintaining, and distributing construction water will be considered as included in the contract price paid for the various items of project work and no additional compensation will be allowed therefor.

1-12. Coordination with Utilities

Contractor is to coordinate with utility companies for the relocation of existing, and construction of new utility facilities, if applicable. Specifically, the Contractor's attention is directed to existing PG&E (gas & electric) overhead and underground facilities, AT&T overhead and underground facilities, Comcast, and Paradise Irrigation District facilities.

Contractor shall especially coordinate AT&T manhole adjustments to be performed by their crews. Contact information for AT&T project work is Mickey Roden at (530) 891-2253 and/or Gail Welch at (530) 891-2273.

Contractor shall especially coordinate PID fire hydrant relocations to be performed by their crews, if applicable. Contact information for PID is Keith O'Brien at (530) 877-4971.

No measurement of quantities will be made. Full compensation for all Coordination with Utilities shall be considered as included in the contract price paid for the various items of project work and no additional compensation will be allowed therefor.

1-13. Obstructions

The location of underground utilities shown on the plans represents the best information available to the Town but should be considered as being approximate only. Utility lines may exist that are not as shown on the plans. The exact locations of underground facilities and improvements within the construction area shall be ascertained by the Contractor before using equipment that may damage such facilities or interfere with their service. Contractor will be held liable to the owners of such facilities for any damage or interference with service resulting from Contractor's operations.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines; underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days prior to performing any excavation or other project work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Underground Service Alert-Northern California (USA):
Telephone: **811**, or (800) 227-2600

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

1-14. Water Pollution and Erosion Control

The Contractor's attention is directed to Section 13, "Water Pollution Control," of the Standard Specifications, State Water Resources Control Board (SWRCB) Construction General Permit Order No. 2009-0009-DWQ (GCP) and these Special Provisions.

The Storm Water Pollution Prevention Plan (SWPPP) shall conform to Section 13-3, "Storm Water Pollution Prevention Plan," of the Standard Specifications, the details, operating procedures, and maintenance guidelines of the California Regional Water Quality Control Board Central Valley, the project plans and these Special Provisions. Upon the Engineer's review and acceptance of the SWPPP, the SWPPP shall be deemed to fulfill the requirements set forth in Section 13 of the Standard Specifications and the GCP.

The Notice to Proceed may be withheld until the Engineer has reviewed and accepted the SWPPP, the Notice of Intent (NOI) has been filed, and a NOI receipt letter is received from the SWRCB authorizing coverage of this project under the GCP.

The Contractor shall implement and maintain the SWPPP for the duration of the project in full compliance with the Standard Specifications and the GCP to control the discharge of storm water pollutants. The Contractor shall perform the monitoring, inspecting, sampling and reporting for the project in accordance with the Standard Specifications and the GCP.

The contract lump sum price paid for prepare water pollution control program includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the project work involved in developing and implementing the SWPPP, providing a Water Pollution Control manager, conducting water pollution control training, performing project monitoring and inspections, correcting water pollution control practices, filing a Notice of Intent and filing a Notice of Termination as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Town pays the contractor to prepare water pollution control program as follows:

- A. A total of 75 percent of the item total upon approval of the SWPPP and NOI receipt letter
- B. A total of 100 percent of the item total upon Final Payment

The annual permit fee(s) shall be paid by the Town.

The Town will not pay for erosion and sediment control items that are required due to the Contractor's negligence, carelessness, failure to properly install controls, or failure to abide by the provisions of the SWPPP, the Standard Specifications and these Special Provisions. The Contractor shall install such project work at no expense to the Town.

All penalties from regulatory agencies attributable to the Contractor as a result of the Contractor's negligence, carelessness, failure to properly install controls, or failure to abide by the provisions of the SWPPP, the Standard Specifications and the Special Provisions shall be paid at the Contractor's sole expense.

1-15. Buy America Requirements

Attention is directed to the "Buy America" requirements of the Title 23 United States Code, Section 313 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 project work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-3.05E, Certificates of Compliance, of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein.

Furnish steel and iron materials to be incorporated into the project work with certificates of compliance. 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.

1-16. As-Built Plans

Contractor shall provide the Town with a set of As-Built drawings at the end of the project. As-Built drawings shall be maintained and updated throughout construction, at the end of the project. As-Built drawings shall identify at a minimum all installations of typical and non-typical materials.

SECTION 2. BID AND CONTRACT REQUIREMENTS

2-1. **Bid Format**

Each Bid must be submitted in a sealed envelope, addressed to the Town of Paradise, 5555 Skyway, Paradise, CA 95969-4931, where bids will be received by the Town as stated in the Advertisement for Bids. Each sealed envelope containing a Bid must be plainly marked on the outside as **Clark Road Safety Enhancements** and the envelope should bear on the outside the name of the Bidder and its, Contractor's or her address.

All Bids must be made on the required Bid form(s). All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Any corrections to entries made on Bid forms must be initialed by the person signing the Bid. In case of discrepancy between words and figures, words will prevail. Only one copy of the Bid form is required. The Bid form, the Bid Guarantee, and the List of Subcontractors, required Exhibits, and the Experience Statement must be included to constitute a complete Bid. Other Contract Documents do not need to be included with the Bid.

The Town of Paradise may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn either personally or by telegraphic or written request prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Modifications to Bids already submitted will be allowed if received in writing or by telegram prior to the time fixed in the Advertisement of Bids for opening of Bids. Any Bid received after the time and date specified shall not be accepted or considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the Bidder.

2-2. **Bidders' Understanding**

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the Contract Documents. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of project work or of the nature of the project work to be done.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder of any obligation in respect to its, Contractor's or her Bid.

The Contract Documents contain the conditions of the agreement and the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Town or any other person or source shall not affect the risks or obligations assumed by the contractor or relieve it, Contractor or her from fulfilling any of the conditions of the Contract Documents.

2-3. **Addenda and Explanations to Bidders**

Any explanation regarding the meaning or interpretation of Plans, Specifications, or other Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of Bids. Any such explanations or interpretations shall be made in the form of Addenda to the Documents and shall be furnished to all Bidders, who shall acknowledge receipt of all Addenda in their Bids. Oral explanations and interpretations shall not be binding.

When obtaining and making payment for the Bid Book, bidder shall sign a bidders list, and provide contact information (address, fax number, email address and phone number) for the sole purpose of providing any addenda for the project. Bidder should put the contact information of where addenda should be sent/received.

Confirmation of bidder accepting addenda is required.

2-4. **Non-Collusion Affidavit**

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

2-5. Subcontractor List

The Subcontractor List shall be completed in full and submitted with the bid. No late submittals will be accepted.

2-6. Non-Discrimination Clause

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

2-7. Federal Lobbying Restrictions

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

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

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

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

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

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

2-8. Disadvantaged Business Enterprises (DBE)

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 part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

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

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

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

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

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

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

- 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."

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

A. DBE Commitment Submittal

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

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

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 2 business days of the request.

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

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

B. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. **If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 2nd business day after bid opening.** Town Hall is closed Fridays.

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

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

1. Items of project work you have made available to DBE firms. Identify those items of project work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient project work to meet the goal was made available to DBE firms.

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

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

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

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

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

D. Subcontractor and Disadvantaged Business Enterprise Records

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

The Agency requests the Contractor to:

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

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

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

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

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

E. Performance of Disadvantaged Business Enterprises

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

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

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

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the project work or furnish the listed materials.
5. Listed DBE's project 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 project work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the project work on the Contract.
11. Agency determines other documented good cause.

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

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

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

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

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

2-9. Bid Guarantee

Each Bid must be accompanied by a Bid Guarantee, consisting of either cash, a bid bond payable to the Owner, or a certified check in the name of the Town. The Bid Guarantee shall be in the amount of ten percent (10%) of the total amount of the Bid. As soon as the Bid prices have been compared, the Town will return the Bid Guarantee of all except the three lowest responsible Bidders. When the agreement is executed, the Bid Guarantees will be returned. Unless specifically requested by Bidders, Bid Bonds will not be returned, but will be considered void when Bid Guarantees would have otherwise been returned. A Bidder's Bond will be accepted only if it is made out on either the Bidder's bond form enclosed with these Contract Documents or on a form that conforms to it.

A payment bond, performance bond and insurance, each in the amount of 100% of the total contract amount or as stipulated in the General Provisions, will be required for this Contract.

Attorneys-in-fact who sign bid bonds, payment bonds or performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

2-10. 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.

2-11. Bid Opening

The Agency publicly opens and reads bids at the time and place shown on the Notice to Bidders.

2-12. Failure to Comply with Special Provisions

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

2-13. Award of Contract

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests shall be made within seven calendar days of the bid opening and shall be delivered to the following address:

Town of Paradise
Department of Public Works
5555 Skyway
Paradise, CA 95969

The award of the contract, if it be awarded, will be to the lowest responsible, responsive bidder based upon the base bid, and any additive bid items chosen by the Town, whose bid complies with all the requirements prescribed.

If, at the time the contract is to be awarded, the total of the lowest acceptable Bid exceeds the funds then estimated by the Town as available, the Town may reject all bids or take such other action as best serves the Town's interests. In any case, the Town reserves the right to reject all bids.

2-14. Execution Of Contract

The Bidder to whom the contract is awarded shall be required to execute the Agreement and obtain the performance bond, payment bond and insurance certificates as specified in the Contract Documents within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the Bidder to execute the Agreement, the Town may, at its option, consider the Bidder in default, in which case the Bid Guarantee accompanying the Bid shall become the property of the Town.

The Town, within ten (10) calendar days of receipt of an acceptable Performance Bond, Payment Bond, Agreement signed by the party to whom the Agreement was awarded, and insurance certificates naming the Town, its employees and officials as additional insured, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Town not execute the Agreement within such period, the Bidder may by written notice withdraw its, Contractor's or her signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Town.

The Town may make such investigations as it deems reasonably necessary to determine the ability of the Bidder to perform the project work, and the Bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the project work contemplated therein.

2-15. Contract Bonds

Contractor shall provide, at the time of the execution of the agreement or contract for project work and at Contractor's own expense, an admitted surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of said agreement. Contractor shall also provide, at the time of the execution of the agreement or contract for the project work, and at Contractor's own expense, a separate admitted surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said agreement. Each bond shall be in the form included in these contract documents. Sureties on each of said bonds shall be satisfactory to the Town Attorney.

2-16. Guarantee of Work

Notwithstanding the acceptance of said project work and improvements and inspection thereof by the Town, Contractor guarantees all of said project work and shall perform or cause to be performed repairs, additions, or corrective project work caused by the deficiency or omission of Contractor for one (1) year after the project work has been completed and accepted by the Town. The Faithful Performance Bond herein provided shall cover the guarantee set forth in this paragraph.

SECTION 3. LEGAL REGULATIONS & RESPONSIBILITY TO THE PUBLIC

3-1. Laws to be Observed

The Contractor shall keep himself fully informed of all existing state and national laws and all municipal ordinances and regulations of the Town of Paradise which in any manner affect those engaged or employed in the project work, or the materials used in the project work, or which in any way affect the conduct of the project work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

3-2. Labor Code & Prevailing Wage Requirements

The Contractor shall agree through the contract to comply with the provisions of the California Labor Code. For the purpose of this project, eight hours shall constitute a legal day's work.

The Contractor's attention is directed to section 1815 of the labor code regarding overtime pay and the requirement that a \$25 penalty will be levied for each workman for each calendar day during which the overtime pay provision is not met. The Contractor's attention is also directed to the requirements for travel and subsistence payments to all workers needed to execute the Contract.

Subject to the limitations stated in said section, the Contractor shall comply with the apprenticeship provisions of Section 1777.5 of the Labor Code, including the training and hiring of apprentices.

It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under Contractor, to pay not less than the specified rates as listed in the "Notice to Contractors" to all laborers, workers, and mechanics employed by them in the execution of the contract. The Contractor shall provide the Town with a certified copy of all payroll records in accordance with Section 1776 of the Labor Code.

Attention is directed to Section 7-1.02K(2), "Wages" of the Standard Specifications.

Pursuant to Labor Code Section 1770 et seq, the general prevailing wage rates in the county in which the project work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at Town of Paradise and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the Special Provisions. The Federal minimum wage rates set forth in this project as predetermined by the United States Secretary of Labor are set forth in the books entitled "Notice to Contractors, Special Provisions, and Contract Documents". The Federal minimum wage rates for this project may be obtained directly from the Department of Labor home page at www.gpo.gov/davisbacon. Click on "Browse All Determinations By State", then click on "California", and then click on the "Highway" determination for Butte County. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of the plans and specifications.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

3-3. Permits

The Contractor shall procure all permits, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the project work. There will be no charge for the permits from the Town.

3-4. Contractor License

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

3-5. Indemnity

The Town of Paradise and all officers and employees thereof connected with the project work, including but not limited to the Director and the Engineer, shall not be answerable or accountable in any manner for any loss or damage that may happen to the project work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the project work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, or Contractor's workers, or anyone employed by Contractor.

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to workers and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the project work or at any time before its completion and final acceptance.

The Contractor shall indemnify and save harmless the Town of Paradise and all officers and employees thereof connected with the project work, including but not limited to the Director and the Engineer, from all claims, suits or actions of every name, kind and description, brought forth, or on account of, injuries to or death of any person, including but not limited to workers and the public, or damage to property resulting from the performance of a contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

With respect to third party claims against the Contractor, the Contractor waives any and all rights to any type of express or implied indemnity against the Town, its officers or employees.

It is the intent of the parties that the Contractor will indemnify and hold harmless the Town, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence on the part of the Town, the Contractor, the subcontractor or employee of any of these, other than the active negligence of the Town, its officers and employees.

3-6. Liability Insurance and Workmen's Compensation Insurance

The Contractor, in advance of performing any project work on the project under the contract between the Town and the Contractor, shall, at no expense to the Town:

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the project work hereunder by the Contractor, Contractor's, her or its agents, representatives, employees or subcontractors.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001), including products and completed operations.
2. Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for all risks of loss.

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: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 or more per accident for bodily injury or disease.

4. Course of Construction: Completed value of the project.

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

The general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

1. The Town, its officers, officials, employees, and volunteers shall be covered as additional insured 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 project work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such project work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, 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 Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, or volunteers 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 by certified mail, return receipt requested, has been given to the Town.

Course of construction policies shall contain the following provision:

1. The Town shall be named as loss payee.

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Contractor shall furnish the Town with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Town or on other than the Town's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Town before project work commences. The Town 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.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

All liability insurance policies shall be maintained for the duration of project construction and for 3 years after completion of the project.

Contractor hereby agrees to waive rights of subrogation that any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Town for all project work performed by the Contractor, its employees, agents and subcontractors.

3-7. Examination and Audit

Notwithstanding any other provision of law, every contract involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000) entered into by any State agency, board, commission, or department, or by any other public entity, including a Town, County, or District, shall be subject to the examination and audit of the State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three (3) years after final payment under the contract. Contractor shall also be subject to examination and audit for the same time period.

SECTION 4. CONTROL OF THE WORK

4-1. General

Attention is directed to the provisions of Section 5 of the Standard Specifications and the following provisions.

4-2. Lines, Grades and Surveying

The Contractor shall be responsible for hiring a licensed land surveyor or registered civil engineer to perform all construction staking. Construction staking shall be considered included in the price or prices bid for various related items of project work and no additional compensation will be allowed therefor. The Town will provide the CAD file to the Contractor's surveyor, if desired, to assist with laying out the project work.

4-3. Intent of Plans and Specifications

These Special Provisions, the Plans, the Standard Specifications, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe and to provide for a complete work. Plans shall govern over Standard Specifications, and Special Provisions shall govern over both Plans and Standard Specifications.

4-4. Differing Site Conditions

A. Contractor's Notification

Promptly notify the Agency's Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
 - o Contract documents
 - o Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the project work provided for in the Contract

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

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

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

B. Engineer's Investigation and Decision

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

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

4-5. Subcontractor and DBE Records

Use each DBE subcontractor as listed on the List of Subcontractors form and the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, forms unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected project work

Maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company,

regardless of tier

3. Date of payment and total amount paid to each business

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

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

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

Upon project work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors, Exhibit 17-F, form. Submit it within 90 days of contract acceptance. The

Agency withholds \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

4-6. Subcontracting

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

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

The Contractor shall perform project work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the project work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted project work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the project work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted project work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

4-7. Vandalism

The Contractor is responsible for the protection of the entire jobsite, including protecting the fresh concrete against vandalism and damage. Any damaged concrete will be repaired or replaced as determined by the Engineer. Any additional security measures required to protect against vandalism will be included in the respective individual items and no additional compensation will be allowed.

Full compensation for vandalism control shall be considered as included in the contract price paid for the various items of project work and no additional compensation will be allowed therefor.

4-8. Final Inspection

The Contractor shall notify the Engineer in writing of the completion of the project work, and the Engineer will promptly inspect the project work. The Engineer will develop a final punch list, and the Contractor will be

notified in writing of any defects or deficiencies to be remedied. When notified that this project work has been completed, the Engineer will again inspect the project work and when satisfied that all project work has been done in accordance with the contract drawings and these Special Provisions, he will recommend to the Town Council that they formally accept the contract as complete. The completion date, for purposes of computing "Time for Completion" and liquidated damages, if any, will be considered to be the date of Contractor's first written completion notice, provided that, in the Engineer's judgment, the project work is substantially complete and operational at that time.

SECTION 5. PROGRESS OF THE WORK, LIQUIDATED DAMAGES AND CONTRACT TIME

5-1. Pre-Construction Conference

Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the office of the Town Engineer for the purpose of discussing with the Contractor the scope of project work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor shall provide the following items at the pre-construction conference:

- Schedule
- Traffic Control Plan
- Stormwater Pollution Prevention Plan
- Jobsite Photographs
- 24-hour Emergency Contact Information

The Contractor's representatives at this conference shall include all major superintendents for the project work and may include major subcontractors.

5-2. Beginning of Work, Time of Completion and Liquidated Damages

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

This project work shall be diligently prosecuted to completion before the expiration of **25 WORKING DAYS** beginning no later than the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the Town of Paradise the sum of **\$1,000 PER WORKING DAY**, for each and every working day delay in finishing the project work in excess of the number of working days prescribed above.

5-3. Suspension Of Work

Refer to 8-1.06 of the Standard Specifications.

5-4. Working Hours Restrictions

Reference Section 7-5 Traffic Control.

Work on Saturdays, Sundays, or Holidays will not be allowed, unless otherwise stated or approved in advance by the Engineer and the Contractor is willing to pay the fully burdened rate for the Town Construction Inspector costs. The Contractor shall decide the working hours for General Work for the project. The Contractor shall notify the Engineer in writing of Contractor's project work schedule including hours to be worked and days off. The Contractor's representative shall be available at the project work site during the hours indicated in the project work schedule. The project work schedule will be used by the Engineer to schedule construction observation personnel. No project work shall be permitted outside the hours and days indicated by the schedule unless otherwise approved by the Engineer.

Micro-surfacing efforts shall be completed between the hours of 7PM and 7AM.

For both daytime and night-time project work, the contractor shall submit a detailed traffic plan that demonstrates that their operations will not interfere with or cause undue traffic delays (> 10 minutes).

The Contractor shall present their traffic control plan to the Engineer for approval during the pre-job conference. Contractor may propose performance of other operations of project work during night time hours for approval of the Engineer.

5-5. Mobilization

Attention is directed to Section 9-1.16D, "Mobilization" of the Standard Specifications.

5-6. Progress Schedule and Progress Meetings

The Contractor shall submit a weekly progress schedule to show the time proposed for prosecution of the major divisions of project work and Contractor's proposed sequence of operations. Schedule will be updated bi-weekly.

Contractor's superintendent shall attend weekly progress meetings at the Town Hall at a time to be mutually determined by the Engineer and Contractor.

5-7. Extension of Contract Time

If the Contractor finds it impossible, for reasons beyond Contractor's control, to complete the project work within the contract time as specified or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time, as extended, make a written request to the Engineer for an extension of time, setting forth therein the complete facts which he believes will justify the granting of such request.

The Contractor's pleas that insufficient time was originally specified shall not constitute a valid reason for extension of contract time. If the Engineer determines that the prosecution of the project work was delayed or hampered by conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as conditions may justify. Such extended time for completion shall then be in full force and effect the same as though it were the original time for completion.

Suspension of project work by the Engineer, or extension of the contract time, shall not constitute grounds for any claims by the Contractor for damages or extra compensation, but the period of such suspensions or extensions shall be taken into consideration in determining the time for completion, as herein provided. When final acceptance has been duly made by the Engineer, the daily time charge will cease.

Any dispute hereunder shall be considered pursuant to the Standard Specifications, and the Contractor shall give immediate notice to the Engineer, along with all pertinent facts relative to such dispute.

5-8. Right-of-Way Delays

The Town has scheduled relocation of public utilities to provide for little or no delay to the Contractor. It is anticipated that utility companies may be engaged in relocation project work immediately prior to Contractor's project work on the project. Some coordination of scheduling between the Contractor and the utility company may be necessary to minimize or eliminate delays to the Contractor. AT&T will be required to be notified for utility manhole adjustments needed, as shown on the Plans. If the Contractor is unavoidably delayed because of the Town's failure to clear right-of-way, no contract time will be charged during such delay period. No direct compensation will be made for such delay.

SECTION 6. PAYMENT

6-1. General

Payment will be made on the basis of the unit prices bid for the various items of project work and the quantities of such items completed, and measured in accordance with these Special Provisions.

The prices bid for the various items of project work, as listed on the bid schedule, shall be full compensation for furnishing all labor, tools, equipment, materials, and services required by the Plans, these Special Provisions, and the Standard Specifications, to provide a complete work serviceable in all respects. Unless otherwise noted on the plans or specified in these Special Provisions, no additional compensation will be made for incidental project work identified in the Plans, these Special Provisions, or the Standard Specifications. Compensation for such incidental project work shall be considered included in the price or prices bid, for various related items of project work, in the bid schedule.

6-2. Progress Payments

The Town will make monthly progress payments to the Contractor for the project work under the contract. Such progress payments are not intended to imply acceptance of the project work completed or to be accurate as to the quantities of project work indicated, but to provide the Contractor with operating capital reasonably consistent with the amount of project work completed and materials supplied.

The amounts of such progress payments will be based on the Engineer's Estimate of the quantities or portions of the project work completed at the time of preparation of such estimate.

Upon Contractor's submittal of documentation of the amounts paid for acceptable materials furnished at the site, but not yet installed, the cost of such materials will be compensated in the progress payments, to a maximum of fifty percent (50%) of the associated bid price.

A retention of five percent (5%) of the total value of the project work completed to date will be made from the amount due on each progress payment for partial security for fulfillment of the contract. At the Contractor's request and at Contractor's expense, he may offer to substitute securities within the meaning of Section 22300 of the Public Contract Code in an amount equivalent to the amount withheld, to wit, bank or savings and loan certificates of deposit. This option is available to the Contractor as provided by Section 22300 of the Public Contract Code and must be initiated by Contractor by request and at Contractor's sole cost and expense, and upon such request, Town shall permit the substitution of securities equivalent to the amount withheld to ensure satisfactory completion and fulfillment of the contract. Contractor shall remain the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon during the period of retention. Such securities shall be released to Contractor upon satisfactory completion of the contract, to wit, thirty-five (35) days from and after the Notice of Completion.

The securities deposited by Contractor as substitution for funds withheld shall be deposited with Town pursuant to the provisions of Section 22300 of the Public Contract Code and shall be ultimately released at the conclusion and satisfactory completion of the contract as herein provided for.

6-3. Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

6-4. Prompt Payment of Funds Withheld to Subcontractors

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract project work, and pay retainage to the

prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for project work satisfactorily completed and accepted including incremental acceptances of portions of the contract project work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

6-5. Final Payment

The Engineer will, after completion of the project work, make a final estimate of the amount of project work done thereunder, and the value of such project work, and the Town will pay the entire sum so found to be due after deducting therefrom 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 pay estimate and payment. The final payment will not be due and payable until the expiration of thirty-five (35) days from the date of recordation of the notice of acceptance of completion in the Office of the County Recorder of Butte County.

It is mutually agreed between the parties to the contract that no payments made under the contract shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the Town, and no payment shall be construed to be acceptance of any defective project work or improper material.

6-6. Force Account Payment

The second paragraph of Section 9-1.03A, "Work Performed by Contractor," is amended to read:

To the total of the direct costs computed as provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," there will be added a markup of fifteen percent (15%) to the cost of labor, twelve percent (12%) to the cost of materials, and twelve percent (12%) to the equipment rental.

Section 9-1.03A(1b), "Labor Surcharge," is amended to read:

9-1.03A(1b) Labor Surcharge – To the actual wages, as defined in Section 9-1.03A(1a), will be added a labor surcharge of fifteen percent (15%). Said labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all payments made to, or on behalf of, the workers, other than actual wages as defined in Section 9-1.03A(1a) and subsistence and travel allowance as specified in Section 9-1.03A(1c).

SECTION 7. SAFETY PRECAUTIONS, MOBILITY & NOTIFICATION

7-1. Safety

Refer to Standard Specifications 7-1.04 Public Safety.

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the project work. This requirement will apply continuously and not be limited to normal working hours.

Safety provisions shall conform to all applicable Federal, State, County, and Local laws and provisions

The project work site shall be maintained in a safe and secure condition. All project work shall be accomplished in accordance with CAL-OSHA regulations and requirements.

The Contractor shall maintain at its, Contractor's or her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the project work whether on, or adjacent to the site, giving full details and statements of witnesses.

7-2. Preservation of Property

Due care shall be exercised to avoid injury to existing improvements, utility facilities, adjacent property, and roadside trees and shrubbery that are not to be removed or relocated. Concrete surfaces including curbs and sidewalks that are not to be removed shall not be defaced or damaged in any manner, including markings with paint, asphalt overspray, etc. Contractor is to video or photograph job site to document existing conditions prior to start of project work. Photographs and video shall be dated and labeled for location. One copy of the video or photographs shall be provided to the Town.

Trees and shrubbery that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipe lines under or above ground, sewer and water lines, all facilities and any other improvements or facilities within or adjacent to the project work shall be protected from injury or damage, and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by the Contractor's operations, they shall be replaced or restored at the Contractor's expense, to a condition as good as when the Contractor entered upon the project work, or as good as required by the Specifications accompanying the contract, if any such objects are a part of the project work being performed under the contract. Damaged sanitary sewer services and storm drain laterals shall be repaired at Contractor's expense, as shown on the detail sheet on the plans. The Engineer may make or cause to be made such temporary or permanent repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any monies due or to become due to the Contractor under the contract.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the project work involved in protecting or repairing property as specified in these Special Provisions shall be considered as included in the prices paid for the various contract items of project work and no additional compensation will be allowed therefor.

7-3. Interruption of Service

No valves or other controls on existing utility systems shall be operated for any purpose by the Contractor without prior approval of the Engineer and/or the utility company.

7-4. Construction Area Signs

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with Section 12, "Temporary Traffic Control," of the Standard Specifications.

Construction zone designation signs shall outline the beginning and end of the zone. All excavation required to install construction area signs shall be performed by hand methods without the use of power equipment.

Care shall be used in performing excavation for signs in order to protect underground facilities.

The contract lump sum price for Traffic Control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the project work involved in construction area signs, and no additional payment will be made therefor.

7-5. Traffic Control

Attention is directed to Section 7-1.03, "Public Convenience" and 7-1.04, "Public Safety" of the Standard Specifications.

In addition to the existing warning and direction signs, the Contractor shall erect, within or adjacent to the limits of the project work, such supplemental warning and directional signs as required to maintain safe job site conditions.

In addition, Contractor shall maintain traffic control and public safety as follows:

General Provisions

- a) At least one lane of traffic in each direction must be provided on Clark Road at all times.
- b) Micro-Surfacing operations shall be performed between the hours of 7PM and 7AM.
- c) Traffic delays shall not exceed five (5) minutes in duration.
- d) Emergency vehicles shall be permitted to pass through project work area without delay at all times.
- e) All street and lane closures, flagging arrangements, detours and traffic signs, including special signs, must be submitted in writing, for approval by the Engineer at least five (5) working days prior to each closure.
- f) At the end of the day's project work and when construction operations are suspended, all equipment and other obstructions shall be removed from the roadway.
- g) Contractor shall assume full responsibility for clearing the streets of parked vehicles or other obstructions located within the area of project work.
- h) The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.
- i) Designated legal holidays are: January 1, Martin Luther King Jr.'s birthday, February 12, the third Monday in February, Caesar Chavez Day, the last Monday in May, July 4, the first Monday in September, Columbus Day, November 11, Thanksgiving Day and the day after, and December 25. When a designated legal holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be designated the legal holiday.
- j) When leaving a project work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.
- k) Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to the public.
- l) The Contractor shall ensure and guarantee that any traffic control devices removed or damaged by Contractor's operation are reinstalled and in good repair before leaving the project work site.
- m) The Contractor shall supply at its own expense all flagmen, detour signs, barricades and all other traffic control devices and personnel in compliance with the provisions of Section 7-1.03, Section 7-1.04 and Section 12 of the Standard Specifications, and as ordered by the Engineer, necessary to provide a satisfactory level of safety and a minimum of inconvenience to the general public.
- n) The Contractor or Contractor's representative and all subcontractors shall have a copy of the approved Traffic Control Plan pertinent to the project work in progress at all times. Failure to adhere to the Traffic Control Plan shall be grounds for the Town of Paradise to require the Contractor to stop the project work until traffic control is in compliance with the approved Traffic Control Plan.

- o) Whenever a traffic lane is to be closed to public traffic, the Contractor shall install a traffic control system in accordance with the current "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES - Warning Signs, Lights, and Devices for Use in Performance of Work Upon Highways."
- p) During Contractor non-working hours all traveled lanes and on-street parking shall remain open.
- q) Contractor shall provide reasonable and safe pedestrian access through the project sites and to adjacent businesses at all times.
- r) The Contractor shall keep current and notify the local Police and Fire Departments of Contractor's construction operation and traffic control changes three (3) days before project work is to begin or traffic changes are made. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make Contractor's own arrangements in keeping the project work area clear of parked vehicles.
- s) Contractor shall maintain all-weather access to all residences and businesses at all times. If a parcel has two driveways, a minimum of one driveway must be open at all times. Contractor shall coordinate with property owners, residents, and business operators as necessary should a driveway closure be required. All businesses are to stay open and operating during the construction.

Special Traffic Control Provisions / Order of Work

The following traffic control special provisions shall serve as minimums during the course of construction. An approved traffic control plan using these provisions is required. Deviations from these special provisions may be considered by the Engineer at time of submittal during the pre-construction conference.

- 1) The Contractor shall provide two (2) changeable message boards (CMB) that will provide the public a minimum of seven (7) days advance notification of the proposed road project work at all times. Contractor shall provide at least four (4) CMBs seven (7) days in advance of and the duration of night project work. The sign placement and message shall be approved by the Engineer and included in the Traffic Control Plan.

The contract lump sum price for Traffic Control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the project work involved in Traffic Control, as shown on the plans, specified in these Technical Specifications and in accordance with the MUTCD, latest edition, and the Work Area Traffic Control Handbook.

7-6. Advance Notification of Agencies

Contractor shall have available at all times during Contractor's working hours, a public relations person to deal with public and business concerns and shall report to the Engineering Division, Department of Public Works.

The Contractor shall notify all agencies which may be affected by the construction. Notification shall be in writing and at least 72 hours prior to construction. The notice shall include the project limits, starting date, scheduled date of completion, Contractor contact person and Contractor telephone number. The agencies shall include, but not be limited to:

AGENCY	FAX No:	AGENCY	FAX No:
Northern Recycling	(530) 877-3825	Cal Fire	(530) 877-5957
Paradise Irrigation District	(530) 876-0438	U. S. Postal Service (Paradise Post Office)	(530) 872-9045
Paradise Unified School District (Transportation)	(530) 872-6464	First Responder	(530) 891-5854
Butte County Transit Coordinator	(530) 538-7683	Norcal Waste Systems	(530) 534-9529
Paradise Express	(530) 342-8871	Paradise Waste Management	(530) 877-6534
Town of Paradise Police Department	(530) 872-4950	The Paradise Post	(530) 877-1326

Failure to comply with the provisions for notification shall result in the suspension of all project work until the provisions have been met.

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

7-7. Advance Notification of Public

The Contractor shall notify all residents, businesses, and tenants that may be affected by or are in the immediate vicinity of the construction at least 72 hours prior to construction. Notification shall be in writing and include a brief description of the project work, starting date, planned date of completion, Contractor contact person and Contractor phone number. Notice shall be hand carried by Contractor Representative. Should a change in the project work schedule occur after the residents and/or businesses have been notified the Contractor shall notify the residents and/or businesses of the change in schedule within 24 hours of the originally scheduled starting date.

Contractor shall have at the job site, at all times during Contractor's working hours, a full time public relations person to deal with public and business concerns and shall report to the Town Engineer.

When the construction requires prohibiting parking, "No Parking" signs shall be posted along the construction routes. The signs shall include the dates and times that no parking periods will be in effect. "No Parking" signs shall be mounted on Class I barricades and placed in the gutter pan not more than 500 feet apart. Signs shall be posted a minimum of 24 hours in advance of construction and immediately removed upon completion. Should the Contractor not commence project work after 24 hours from placement of the signs, the signs shall be removed. If a vehicle is parked in a properly posted no parking area and is prohibiting the progression of project work, the Contractor shall notify the Paradise Police Department to arrange for removal of the vehicle.

Failure to comply with the provisions for notification shall result in the suspension of all project work until the provisions have been met.

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

SECTION 8. QUANTITIES AND CONTROL OF MATERIALS

8-1. Quantities

The estimate of the quantities of project work to be done and materials to be furnished are approximate only, being given as a basis for the comparison of bids, and the Town does not express or by implication agree that the actual amount of project work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the project work or to omit portions of the project work that may be deemed necessary or expedient by the Engineer.

8-2. Materials

All materials required to complete the project work under the contract shall be furnished by the Contractor, except such as is mentioned in these special provisions to be furnished by the Town.

8-3. Quality Control and Submittals

Special attention is directed to Section 39-1.04, and 39-2 of the Standard Specifications.

The Contractor is to provide 2 copies of submittals for all bid items as applicable. These submittals shall be submitted ten (10) days prior to the start of construction for approval by the Engineer.

Submittals shall be numbered per the bid sheet items. The number of the submittal (first, second, etc.), the date, Contractor's name, contact information, date shall be on the submittal cover sheet. If there is no bid item that applies to the submittal, the submittal shall be appropriately identified as to the subject matter, with the Contractor's name, contact information, and submittal date shall be on the submittal cover sheet.

Full compensation for quality control and submittal preparation shall be considered as included in the contract price paid for the various items of project work and no additional compensation will be allowed therefor.

8-4. Quality Assurance

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Quality Assurance Program is formally incorporated to this contract. A copy of the QAP may be requested at any time.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule project work to allow time for QAP.

SECTION 9. ROAD CONSTRUCTION

9-1. Description

Micro-Surfacing is a mixture of polymer modified asphalt emulsion, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed and spread on a paved surface. The mix should be capable of being spread in variable cross-sections (ruts, scratch courses and surfaces) which, after curing and initial traffic consolidation resists deformation throughout the entire design tolerance range of bitumen content and variable thickness to be encountered. The end product should maintain a skid-resistance surface (high wet friction co-efficient of 0.30 or better) throughout the warranty period and / or service life of the Micro-Surfacing. The mix is to be a "quick-traffic system", meaning that it will be able to accept traffic after a limited curing time. The amount of time will vary from job to job and must be evaluated on an individual job basis. Normally, these systems have been accepting moving traffic on a one-half (1/2) inch (12.7 mm) thick surface within one hour after placement in +75°F (24°C) temperature and 50 percent or less humidity.

9-2. Micro-Surfacing Emulsion

General

The emulsified asphalt shall be a quick-traffic polymer- modified asphalt emulsion conforming to the requirements specified in AASHTO M208 or ASTM D2397 for CSS-1h. The cement mixing test shall be waived for this emulsion.

The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process.

Certification

The polymer content shall be 3.5% based on the asphalt weight content and will be certified by the emulsion supplier.

The contractor must submit a notarized certification from the polymer supplier 5 days prior to the product being used.

The five-day (5) settlement test may be waived, provided job stored emulsion is used within thirty-six (36) hours from the time of the shipment, or the stored material has had additional emulsion blended into it prior to use.

Quality Tests

When tested according to the following tests, the emulsion shall meet the requirements of AASHTO M208 or ASTM D2397 for CSS-1h, plus the following:

Property	Test Method	Specification
Viscosity @ 25 degrees C, SSF	AASHTO T 59	15 - 19 seconds
Sieve Test, maximum	AASHTO T 59	0.030%
Settlement, 5 days, maximum	ASTM D 244	5%
Storage Stability, 1 day, maximum	AASHTO T 59	1%
Residue by Evaporation, minimum	California Test 331	62%

Residue by evaporation must comply with:

Property	Test Method	Specification
G * @ 20 degrees C, 10 rad/sec, MPa	AASHTO T 315	Report Only
Penetration @ 25 degrees C	AASHTO T 49	40 - 90
Phase Angle @ 50 degrees C, 10 rad/sec,	AASHTO T 315	Report Only
PA (maximum) - PA base		
Softening Point, minimum, degrees C	AASHTO T 53	57
Stiffness @ -12 degrees C, MPa, and M-value	AASHTO T 313	Report Only

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to assure that it is the same as that used in the mix design.

9-3. Aggregate

General

The mineral aggregate used shall be the type and grade specified for the particular use of the Micro-Surfacing. The aggregate shall consist of an aggregate or combination of aggregates, black and/or dark in color and nature, and produced by crushing. To assure the material is totally crushed, 100 percent of the parent aggregate will be larger than the largest stone in the gradation to be used. The use of gray or white colored aggregate shall not be allowed. Contractor shall use Type 3 Aggregate.

Quality Tests

When tested according to the following tests, the aggregate should meet these minimum requirements:

Test	California Test	Type 3
Sand Equivalent	217	65 min.
Durability Index	229	65 min.
Percentage of Crushed Particles	205	100%

Grading

When tested in accordance with AASHTO T27 (ASTM C136) and AASHTO T11 (ASTM C117), the target (mix design) aggregate gradation (including the mineral filler) shall be within the following.

Grading			Type 3 % Passing
Sieve Size	Sieve Opening		
3/8	9.5	mm	100
#4	4.75	mm	70 - 90
#8	2.46	mm	40 - 60
#16	1.18	mm	20 - 40
#30	600	µm	12 - 25
#200	75	µm	5 - 15

The job mix (target) gradation shall be within the gradation band for the desired type. After the target gradation has been submitted (this should be the gradation that the mix design is based on), then the percent passing each sieve shall remain within the gradation band. It is recommended that the percent passing shall not go from the high end to the low end of the range for any two consecutive screens.

The aggregate shall be inspected, accepted or rejected at the job location stockpile or when loading into the support units for delivery to the lay-down machine. The stockpile shall be accepted or rejected based on five gradation tests according to ASTM D75 or CAL 202. Sampling of the stockpile material shall be performed in accordance with CAL 125. If the average of the five tests is within the gradation tolerances, then the materials will be accepted. If the tests show the material to be out of specification, the contractor will be given the choice to either remove the material or blend other aggregate with the stockpiled material to bring it into specification.

9-4. Mineral Filler

Mineral filler, if required, shall be any recognized brand of non-air entrained Portland cement or hydrated lime that is free from lumps. It may be accepted upon visual inspection. The type and amount of mineral filler needed shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent (1%) may be permitted when the Micro-Surfacing is being placed if it is found to be necessary for better consistency or set times.

9-5. Water

The water shall be potable, free of harmful soluble salts or reactive chemicals and any other contaminants.

9-6. Additives

Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They must be included as part of the mix design and be compatible with the other components of the mix.

9-7. Laboratory Evaluation

Before the work commences, the contractor shall submit a signed, certified mix design covering the specific materials to be used on the project. This design will be performed by a laboratory which has experience in designing Micro-Surfacing.

The contractor shall submit for approval a complete mix design prepared and certified by a laboratory. Compatibility of the aggregate, polymer-modified emulsion, mineral filler, and other additives shall be verified by the mix design. The mix design shall be made with the same aggregate gradation that the contractor will provide on the project. Recommended tests and values are as follows:

ISSA Test No.	Description	Specifications
ISSA TB-139 (Wet Cohesion)	@ 30 Minutes Minimum (Set)	12 kg-cm Minimum
	@ 60 Minutes Minimum (Traffic)	20 kg-cm Minimum or Near Spin
ISSA TB109	Excess Asphalt by LWT Sand Adhesion	50 g/ft ² Maximum (538 g/m ²)
ISSA TB-114	Wet Stripping	Pass (90% Minimum)
ISSA TB-100 (Wet Track Abrasion Loss)	One-hour Soak	50 g/ft ² (538 g/m ²) Maximum
	Six-day Soak	75 g/ft ² (807 g/m ²) Maximum
ISSA TB-147	Lateral Displacement	5% Maximum
	Specific Gravity after 1,000 Cycles of 25 Pounds (11.34 kg)	2.10 Maximum
ISSA TB-144	Classification Compatibility	11 Grade Points Minimum
ISSA TB-113	Mix Time @ 77F (25 C)	Controllable to 120 Seconds Minimum

Component Materials	Limits
Residual Asphalt	5.5 to 10.5% by dry weight aggregate
Mineral Filler	0.0 to 3% by dry weight of aggregate
Polymer-Based Modifier	Minimum of 3.5 % solids based on bitumen weight content
Additives	As needed
Water	As required to produce proper mix consistency

9-8. Rate of Application

The Micro-Surfacing mixture shall be of the proper consistency at all times, so as to provide the application rate required by the surface condition. The average single application rate, shall be in accordance with the following table or as specified by the Engineer:

Aggregate Type	Application Rate Range pounds per yard	(dry)
Type 3	20 - 32 lb/yd ²	

9-9. Equipment and Use

General

All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high-quality product.

Proportioning Devices

Individual volume or weight controls for proportioning each material to be added to the mix (i.e., aggregate, mineral filler, emulsified asphalt, additive, and water) shall be provided and properly marked. These proportioning devices are used in equipment calibration and in determining the material output.

Spreading Equipment

The mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. At the discretion of the Engineer, a non-auger baffle box may be used. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

At the discretion of the Engineer, a secondary strike-off shall be provided if it improves the surface texture.

Roller

The Micro surface shall be rolled after the surfacing coat has cured sufficiently so as not to pick up on the vehicle tires, but not more than 24 hours after placement. The rollers shall be ten-ton (10) self-propelled pneumatic rollers, with tire pressure of 50 psi and a water spray system. There shall be a minimum of two operating rollers on the same newly constructed surface, tandem rolling, during the compaction rolling process. The micro-surfacing coat shall be given a minimum of two complete passes with the roller or until the material is compacted with a uniform surface.

Wheel Path Depression (Rut) Box

A wheel path depression (rut) box shall be used and designed to have adjustable strike-off devices to regulate the depth of the material and shall have a width of between 5 ft. (1.52 m) and 6 ft. (1.81 m). Hydraulic augers, or similar devices, shall be installed and shall be capable of moving the mixed

material from the rear to the front of the filling chamber. These devices shall also be capable of guiding the larger aggregate into the center, deeper section of the wheel path depression, and forcing the finer material toward the outer edges of the spreader box.

In areas inaccessible to the wheel path depression (rut) box, the micro surfacing mixture may be spread by other methods approved by the Engineer

9-10. Weather Limitations

Micro-Surfacing shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No Micro-Surfacing shall be applied when there is the possibility that the finished product will freeze within 24 hours.

9-11. Surface Preparation

Prior to the Micro-Surfacing operation the Contractor shall remove any vegetation within the limits of the surface treatment by applying an approved herbicide. The herbicide shall be applied at least 10 days prior to the surfacing operation, or as directed by the manufacturer of the approved herbicide. Reward and Round Up are pre-approved herbicides. All other herbicides shall be submitted by the contractor for approval by the Agency, and shall be certified for use in the State of California for the specific use intended. The application of the herbicide shall be performed in accordance with all applicable regulations. Any and all fines or clean-up costs for unlawful misuse or discarding of herbicides shall be the sole responsibility of the Contractor. Mixtures and spread rates for the herbicides shall be determined by the manufacturer's specifications. Wash down of equipment or discarding of herbicides shall not enter the catch basins or positive drainage facilities.

Prior to the sealing operation, the Contractor shall remove all existing thermoplastic striping, thermoplastic legends and raised pavement markers within the surfacing limits. When removing the raised pavement markers the Contractor shall remove excessive adhesive left on pavement caused from the removal of raised pavement markers. If excessive pavement damage occurs from the removal of raised pavement markers the damage shall be repaired by filling with patching material. Removal shall be done to the satisfaction of the Engineer.

Immediately prior to the Micro-Surfacing operations, the Contractor shall sweep the entire surface with vacuum assisted power brooms. Prior Micro-Surfacing application, pavement surfaces shall be cleaned of all oil, debris, grease spots and weeds. Areas that have been patched within the past 60 days shall receive a fog seal.

Before Micro-Surfacing is to be applied all personnel covers, drain inlet covers, monument covers, and all other utility covers shall be protected from the Contractor's surfacing operations by applying a sheet of plastic, cut to fit, or placing a plastic bag over the exposed facilities or other methods approved by the Engineer. All traces of plastic and excess surfacing material shall be removed from all covers of facilities and other utility covers as quickly as possible after the application of the Micro-Surfacing and definitely prior to final acceptance.

9-12. Schedule

Contractor shall furnish a computer generated schedule for the work, listing the dates on which individual streets or locations are to have traffic control in place for Micro-Surfacing. The Contractor shall adhere diligently to said schedule in the prosecution of the work. The Contractor must submit a traffic control plan for the project to the Engineer for approval prior to commencing with the project.

9-13. Notification of Public

The Contractor shall circulate printed form letters, approved by the Engineer, explaining the project to be done and the length of time inconvenience will be caused. This shall be done at least seven days prior and again at least 72 hours prior to the beginning of the micro-surfacing operations, the Contractor shall notify all affected property owners, residents, businesses and agencies by an approved, written notice detailing streets and limits of work to be done and the hours of work. At least 72 hours prior to the beginning of micro-surfacing operations, the Contractor shall post all streets that are to be worked upon with approved "No Parking – Tow Away" signs at one hundred (100) feet intervals. These signs shall also state the day of the week and hours of no parking. If the work is not completed on the day scheduled, the Contractor shall re-notify and re-post the affected streets as stated above. All Notices or Correspondence shall be approved by the Engineer prior to distribution.

9-14. Micro-Surfacing Traffic Control

Micro-surfacing efforts shall be completed between the hours of 7PM – 7AM.

The Contractor shall submit a traffic control plan to the Engineer for approval at the preconstruction conference. The Contractor shall furnish and maintain in good working order all barricades and flashers, and provide flagmen as necessary to protect public and traffic. The Contractor shall maintain business and property access as practicable as possible.

The Contractor shall furnish, install, and maintain all barricades and direction signs necessary to accomplish the above traffic restrictions. All safety devices, their maintenance, and use shall conform to the latest requirements of OSHA and shall conform to the applicable provisions of the "Work Area Traffic Control Handbook," California State Traffic Manual of Traffic Controls for Construction and Maintenance Work Zones, and the "Manual on Uniform Traffic Control Devices". It shall be the complete responsibility of the Contractor to protect persons from injury and to avoid property damage. Adequate barricades, construction signs, flashers, and other such safety devices, as required, shall be placed and maintained during the progress of the construction work until the project is completed. Whenever required, flagmen shall be provided to control traffic.

The Contractor shall provide adequate and continuous ingress and egress for vehicles and pedestrian traffic in a manner that will hold congestion and delay of such traffic to a practicable minimum by furnishing, installing, and maintaining all necessary temporary signs, barricades, and other devices and facilities as approved by the Engineer. As the work progresses, the Contractor shall relocate such devices and facilities as necessary to maintain proper routing. Unless otherwise specified, upon conclusion of the need, the Contractor shall remove all temporary traffic routing devices and facilities from the work site. On multi-lane, collector and arterial roadways, the Contractor shall provide a minimum of one through lane in each direction of travel or a minimum of one through lanes on one-way streets. Each traffic lane shall not be less than eleven (11) feet wide.

Full road closures are not allowable on this project.

Traffic signals may be placed in red-flash to facilitate micro-surfacing operations. Under no circumstances shall signals be placed in red-flash during the hours of 7AM – 7PM, Monday-Friday.

Contractor shall install temporary raised pavement markers after the Micro Surfacing is cured; the temporary markers shall remain in place until the roadway surface is ready for permanent marking. All temporary markers shall be removed prior to or during the placement of permanent markers.

9-15. Placement

The Micro-Surfacing mixture shall be uniformly spread on the existing surfacing within the rate specified without spotting, re-handling, or otherwise shifting the mixture. Micro surfacing shall be spread at a rate as determined by the condition of the road surface and as specified in the project special provisions.

When wheel path depressions have a cross section that is deformed ½ inch (12.5 mm) or more, the individual wheel paths shall first be filled utilizing a wheel path depression (rut) box. The depth of the wheel path depression shall be determined after adjacent ridges have been removed. The maximum single application for wheel path depressions shall be 1 inch (25 mm). Wheel path depressions of depths greater than 1 inch (25 mm) shall require multiple applications in each depression.

On multi-lane, arterial and collector roadways, longitudinal joints shall correspond with the edges of the final traffic lanes. The Engineer may permit other patterns of longitudinal joints if the patterns will not adversely affect the quality of the finished product.

Longitudinal joints common to two (2) traffic lanes shall be butt joints with overlaps not to exceed 3 inches (76 mm). Building paper shall be placed at the transverse joints to avoid double placement of the micro surfacing. Other methods to avoid double placement of the micro surfacing shall be reviewed and approved as necessary. Hand tools shall be available to remove spillage.

The mixture shall be uniform and homogeneous after placing on the surfacing and shall not show separation of the MSE and aggregate after setting. The completed surface shall be of uniform texture and free from ruts, humps, depressions, or irregularities.

Approved means shall be provided to protect the micro surfacing from damage by traffic until such time that the mixture has cured sufficiently so that the micro surfacing will not adhere to or be picked up by the tires of

vehicles.

9-16. Stock Pile Sites

The sites for stockpiling shall be clean and free of objectionable materials and shall be located outside the street right-of-way. Arrangements for these sites shall be the responsibility of the Contractor. If on private property, a written agreement shall be provided to the Engineer prior to commencing operations. For purposes of this contract, the construction zone is defined to be the stockpile area, the area to be sealed, and all streets and public rights-of-way in between.

9-17. Clean-up

The Contractor shall clean up the job site prior to acceptance of the work. All dirt, spoil, and debris of any nature shall be removed and the entire site shall present a clean, workmanlike appearance to the satisfaction of the Engineer. Any damage to paint work, caused from spillage, or splattering from prime coating, paving or seal coating operations shall be corrected to the satisfaction of the Engineer

9-18. Measurement and Payment

Micro-Surfacing shall be measured and paid for per square yard which shall include full compensation for furnishing all labor, materials, equipment and incidentals, notifying property owners and completing all the work involved in the constructing the Micro-Surfacing.

SECTION 10. CONCRETE

10-1. Demolition

Demolition for concrete removal and pavement restoration area shall be done in accordance with Section 15-3 of the Standard Specifications as shown on the plans and as directed by the Engineer. Demolition efforts shall be to neat saw cut lines, as directed by the Engineer. Item includes all removal efforts required in preparation for proposed concrete improvements (curb, gutter, sidewalk, driveway, ramp, etc.).

Concrete, asphalt, and other materials removed shall become the property of the contractor and disposed of offsite, unless otherwise directed or approved by the Engineer.

Measurement and Payment

Measurement for "Demolition" is per square foot and shall be made by the Engineer before removal operations commence. Payment for this item shall include full compensation for furnishing all labor, materials, equipment, and incidentals, including sawcutting, for performing all the project work as described in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-2. Concrete Driveways, Sidewalks, Curbs, Gutters, Islands and Pedestrian Access Ramps

General

Portland Cement Concrete curbs, gutters, sidewalks, ramps, and driveways shall be constructed in conformance with the details shown on the plans and in accordance with the requirements of 90-1 of the Standard Specifications for Minor Concrete.

Curing

Curing compound shall consist of a liquid which, when applied to fresh concrete by means of a spray gun, will form an impervious membrane over the exposed surfaces of the concrete.

The membrane may be either asphaltic or paraffin derivatives to which other waterproofing materials may have been added. Concrete curing compounds shall be Type 2, white pigmented or clear, as approved by the Engineer.

All compounds shall be furnished by the Contractor and shall be delivered in sealed original containers bearing the manufacturer's name and product identification.

The compounds shall not be a water emulsion and shall not contain ingredients which are harmful to concrete. Compounds shall be of a uniform quality and tests on samples selected from a given shipment or shipments shall show no appreciable difference in results. The material shall be approved by the Engineer prior to its use.

The rate of application shall be such that the compound forms a continuous, unbroken film which will not disintegrate, check or peel from the applied surfaces of concrete within thirty (30) days after application. The Engineer will determine the permissible rate of coverage of a curing compound.

Measurement and Payment

Measurement of all concrete quantities for payment shall be to the neat lines shown on the plans. Curb and gutter quantities per lineal foot will be measured and paid for at the contract price per lineal foot including through driveways and to the middle of transitions. Retaining curbs for access ramps shall be measured and paid for at the price per square foot for related flatwork. Additional retaining curbs required for conformance to back of sidewalk shall not constitute a change order and such curbs will be paid at the square foot unit price for related improvements. Payment for each type of concrete will be made at the unit price bid therefor in the appropriate schedule. All items include required preparation, compaction and addition of appropriate aggregate base as required and no additional payment will be made therefor.

10-3. Truncated Domes, Cast-In-Place

This Section specifies furnishing and installing cast-in-place tactile panel modules where indicated.

Submittals

Product Data: Submit manufacturer's literature describing products, installation procedures and routine maintenance.

Samples for Verification Purposes: Submit three (3) samples of full cast-in-place tactile panels of the kind proposed for use.

Shop drawings are required for products specified showing fabrication details; composite structural system; plans of panel placement including joints, and material to be used as well as outlining installation materials and procedure.

Panel pattern shall be designed and shown between existing expansion joints with panel rib dimension used for the cut size of panels.

Material Test Reports: Submit test reports from qualified independent testing laboratory indicating that materials proposed for use are in compliance with requirements and meet the properties indicated. All test reports shall be conducted on a cast-in-place tactile panel system as certified by a qualified independent testing laboratory.

Maintenance Instructions: Submit copies of manufacturer's specified maintenance practices for each type of tactile panel and accessory as required.

Quality Assurance

A. Provide cast-in-place tactile panels and accessories as produced by a single manufacturer.

Installer's Qualifications: Engage an experienced Installer certified in writing by tactile manufacturer as qualified for installation, who has successfully completed tile installations similar in material, design, and extent to that indicated for Project. Manufacturer's supervisor shall be present at initial pour.

Americans with Disabilities Act (ADA): Provide tactile warning surfaces which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title 49 CFR TRANSPORTATION, Part 37.9 STANDARDS FOR ACCESSIBLE TRANSPORTATION FACILITIES, Appendix A, Section 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES. In addition products must comply with CALIFORNIA TITLE 24 requirements regarding pattern, color and sound on cane contact.

Vitrified Polymer Composite (VPC) cast-in-place panels shall be an epoxy polymer composition with an ultra violet coating employing aluminum oxide particles in the truncated domes:

Water Absorption of Tile when tested by ASTM-D 570 not to exceed 0.35%.

Slip Resistance of Tile when tested by ASTM-C 1028 the combined wet/dry static co-efficient of friction not to be less than 0.80.

Compressive Strength of tile when tested by ASTM-D 695-91 not to be less than 18,000 psi.

Tensile Strength of Tile when tested by ASTM-D 638-91 not to be less than 10,000 psi.

Flexural Strength of Tile when tested by ASTM - C293-94 not to be less than 24,000 psi.

Chemical Stain Resistance of Tile when tested by ASTM-D 543-87 to withstand without discoloration or staining - 1% hydrochloric acid, urine, calcium chloride, stamp pad ink, gum and red aerosol paint.

Abrasive Wear of Tile when tested by BYK - Gardner Tester ASTM-D 2486* with reciprocating linear motion of $37 \pm$ cycles per minute over a 10" travel. The abrasive medium, a 40 grit Norton Metallite sand paper, to be fixed and leveled to a holder. The combined mass of the sled, weight and wood block to be 3.2 lb. Average wear depth shall not exceed 0.030 after 1000 abrasion cycles measured on the top surface of the dome representing the average of three measurement locations per sample.

Fire Resistance: When tested to ASTM E84 flame spread be less than 25.

Gardner Impact to geometry "GE" of the standard when tested by ASTM-D 5420-93 to have a mean failure energy expressed as a function of specimen thickness of not less than 450 in. 1bf/in. A failure is noted if a hairline fracture is visible in the specimen.

Accelerated Weathering of Tile when tested by ASTM-G26-95 for 2000 hours shall exhibit the following result - no deterioration, fading or chalking of surface of tile.

Vitrified Polymer Composite (VPC) Cast-In-Place Panels embedded in concrete shall meet or exceed the

following test criteria:

Accelerated Aging and Freeze Thaw Test of Tile when tested to ASTM-D 1037 shall show no evidence of cracking, delamination, warpage, checking, blistering, color change, loosening of tiles or other defects.

Salt and Spray Performance of Tile and Adhesive System when tested to ASTM-B 117 not to show any deterioration or other defects after 100 hours of exposure.

Site Conditions

Environmental Conditions and Protection: Maintain minimum temperature of 40 degrees F in spaces to receive tactile panels for at least 48 hours prior to installations, during installation, and for not less than 48 hours after installation. Store tactile panel material in spaces where they will be installed for at least 48 hours before beginning installation. Subsequently, maintain minimum temperature of 40 degrees F in areas where project work is completed.

The use of water for project work, cleaning or dust control, etc. shall be contained and controlled and shall not be allowed to come into contact with the passengers or public. Provide barricades or screens to protect passengers or public.

Disposal of any liquids or other materials of possible contamination shall be made in accordance with federal state and local laws and ordinances.

Cleaning materials shall have code acceptable low VOC solvent content and low flammability if used on the site.

Contractor shall coordinate phasing and flagging personnel operations as specified elsewhere.

Color

Yellow conforming to Federal Color No. 33538 as specified on the project plans. Color shall be homogeneous throughout the tile.

Installation

During all concrete pouring and tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.

The specifications of the concrete sealants and related materials shall be in strict accordance with the contract documents and the guidelines set by their respective manufacturers.

The physical characteristics of the concrete shall be consistent with the contract specifications while maintaining a slump range of 4 - 7 to permit solid placement of the Cast-In-Place Tile System. An overly wet mix will cause the Cast-In-Place System to float, therefore under all conditions suitable weights such as concrete blocks or sandbags (25 lb) shall be placed on each 2' x 2' tile module.

Prior to placement of the Cast-In-Place System, the manufacturer's shop drawings shall be reviewed and a layout drawing prepared by the installation contractor to resolve the issues related to pattern repeat, tile cuts, expansion joints, control joints, platform curves, platform end returns and platform surface interferences.

The concrete pouring and finishing operations require typical mason's tools, however, a mason's line, radius edge (1/8 x 3/16" return) tool, 4' long x 2" wide x 1/8" thick steel straight edge, 25 lb. weights, vibrator wand and small sledge hammer with 2" x 6" x 20" wood tamping plate are specific to the installation of the Cast-In Place System.

The concrete shall be poured and finished level, true and smooth to the required dimensions prior to tile placement. Immediately after pouring concrete, a mason's line should be strung parallel to track to act as a reference line for placement of tile, then the tile assembly shall be placed true to the platform edge and to each other on the concrete. The Cast-In-Place tiles shall be tamped or vibrated into the fresh concrete to ensure that the field level of tile is flush to the adjacent concrete or platform edge surface. The shop drawings indicate that the tile field level (base of truncated dome) is flush to adjacent surfaces to permit proper water drainage and eliminate tripping hazards between adjacent finishes. The tolerance for elevation differences between tile and adjacent surface is 1/16".

Immediately after tile placement, the tile elevation is to be checked to adjacent concrete or rubbing board heights with a steel straight edge. The tile elevation should be set consistent with shop drawings to permit

water drainage to or away from track as the platform design dictates.

While concrete is workable a steel edging trowel 1/8" radius x 3/16" return is to be used to edge the tile to adjacent concrete surfaces running parallel to track. While edging, ensure that a clean edge definition is created between tile and adjacent concrete and that tile to concrete elevations meet the shop drawing tolerances.

The placement of Cast-In-Place Tile assemblies to each other and to the mason's line or form edge shall be true and parallel to develop a true line consistent with the platform edge. A tight tile to tile placement can best be achieved by raking out the concrete at the butting edge to avoid trapping concrete or aggregate between tiles and/or form edge.

During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, leaning or external forces placed on the tile to rock the tile, causing a void between the underside of tile and concrete.

Following tile placement, review installation tolerances to shop drawings and adjust tile before the concrete sets, suitable weights of 25 lb. shall be placed on each tile and additional weights at tile to tile assemblies as necessary to ensure solid contact of tile underside to concrete.

Following the curing of the concrete, the protective plastic wrap is to be removed from the tile face by cutting the plastic with a sharp knife tight to the concrete/tile interface. If concrete bleeding occurs between tiles, a wire brush will clean the residue without damage to the tile surface.

An elastomeric urethane sealant shall be applied to the tile edges running parallel to the track or curb. Proper surface preparation requires that the tile and adjacent surfaces are mechanically etched with sandpaper or a carbide burr and wiped clean and dry with acetone. Applications of the urethane sealant shall be level to the adjacent surface and a straight line formed to the tile edge. A quality installation of the sealant may require that the tile face be masked off with duct tape to ensure a clean definition of sealant to the adjacent surfaces.

Cleaning and Protecting

Protect panels against damage during construction period to comply with tactile panel manufacturer's specification.

Protect panels against damage from rolling loads following installation by covering with plywood or hardwood.

Clean tactile panels not more than four days prior to date scheduled for inspection intended to establish date of substantial completion in each area of project. Clean tactile panel by method specified by tactile panel manufacturer.

Measurement and Payment

Measurement and payment will be made per each truncated dome assembly installed as noted on the project plans.

10-4. Truncated Domes, Surface Applied

This Section specifies furnishing and installing surface applied concrete tactile tiles where indicated, using an exterior grade tactile warning surface tile herein.

Submittals

Product Data: Submit manufacturer's literature describing products, installation procedures and routine maintenance.

Samples for Verification Purposes: Submit three (3) samples of full size surface applied concrete tactile tiles of the kind proposed for use.

Shop drawings are required for products specified showing fabrication details; tile surface profile; fastener locations; plans of tile placement including joints, and material to be used as well as outlining installation materials and procedure.

Material Test Reports: Submit test reports from qualified independent testing laboratory indicating that materials proposed for use are in compliance with requirements and meet the properties indicated.

Maintenance Instructions: Submit copies of manufacturer's specified maintenance practices for each type of

tactile tile and accessory as required.

Quality Assurance

A. Provide surface applied tactile tiles and accessories as produced by a single manufacturer.

Installer's Qualifications: Engage an experienced Installer certified in writing by tactile flooring manufacturer as qualified for installation, who has successfully completed tile installations similar in material, design, and extent to that indicated for Project. Manufacturer's supervisor shall be present at all times.

Americans with Disabilities Act (ADA): Provide tactile warning surfaces which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title 49 CFR TRANSPORTATION, Part 37.9 STANDARDS FOR ACCESSIBLE TRANSPORTATION FACILITIES, Appendix A, Section 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES. In addition products must comply with CALIFORNIA TITLE 24 requirements regarding patterns, color and sound on cane contact.

Vitrified Polymer Composite (VPC) surface applied concrete tactile tiles shall be an epoxy polymer composition with an ultra-violet coating employing aluminum oxide particles in the truncated domes:

Water Absorption of Tile when tested by ASTM-D 570 not to exceed 0.35%.

Slip Resistance of Tile when tested by ASTM-C 1028 the combined wet/dry static co-efficient of friction not to be less than 0.80.

Compressive Strength of tile when tested by ASTM-D 695-91 not to be less than 18,000 psi.

Tensile Strength of Tile when tested by ASTM-D 638-91 not to be less than 10,000 psi.

Flexural Strength of Tile when tested by ASTM - C293-94 not to be less than 24,000 psi.

Gardner Impact to geometry "GE" of the standard when tested by ASTM-D 5420-93 to have a mean failure energy expressed as a function of specimen thickness of not less than 450 in. lbf/in. A failure is noted if a hairline fracture is visible in the specimen

Chemical Stain Resistance of Tile when tested by ASTM-D 543-87 to withstand without discoloration or staining - 1% hydrochloric acid, urine, calcium chloride, stamp pad ink, gum and red aerosol paint..

Abrasive Wear of Tile when tested by BYK - Gardner Tester ASTM-D 2386* with reciprocating linear motion of $37 \pm$ cycles per minute over a 10" travel. The abrasive medium, a 40 grit Norton Metallite sand paper, was fixed and leveled to a holder. The combined mass of the sled, weight and wood block is 3.2 lb. Average wear depth shall not exceed 0.030 after 1000 abrasion cycles measured on the top surface of the dome representing the average of three measurement locations per sample.

Fire Resistance: When tested to ASTM E84 flame spread shall be less than 25.

Accelerated Weathering of Tile when tested by ASTM-G26-95 for 2000 hours shall exhibit the following result - no deterioration, fading or chalking of surface of tile.

Vitrified Polymer Composite (VPC) Surface Applied Concrete Tactile Tiles adhered to concrete shall meet or exceed the following test criteria:

Accelerated Aging and Freeze Thaw Test of Tile and Adhesive System when tested to ASTM-D 1037 shall show no evidence of cracking, delamination, warpage, checking, blistering, color change, loosening of tiles or other defects.

Salt and Spray Performance of Tile and Adhesive System when tested to ASTM-B 117 not to show any deterioration or other defects after 100 hours of exposure.

Site Conditions

Environmental Conditions and Protection: Maintain minimum temperature of 40 degrees F in spaces to receive tactile tiles for at least 48 hours prior to installations, during installation, and for not less than 48 hours after installation. Store tactile tiles material in spaces where they will be installed for at least 48 hours before beginning installation. Subsequently, maintain minimum temperature of 40 degrees F in areas where project work is completed.

The use of water for project work, cleaning or dust control, etc. shall be in contained and controlled and shall not be allowed to come into contact with the passengers or public. Provide barricades or screens to protect

passengers or public.

Disposal of any liquids or other materials of possible contamination shall be made in accordance with federal state and local laws and ordinances.

Cleaning materials shall have code acceptable low VOC solvent content and low flammability if used on the site.

Contractor shall coordinate phasing and flagging personnel operations as specified elsewhere.

Color

Yellow conforming to Federal Color No. 33538, as specified on the project plans. Color shall be homogenous throughout the tile.

Materials

Stainless steel low profile expansion anchors ¼ inch diameter by 2-1/8 inch long to be positioned in the molded recess of fourteen truncated domes per tile minimum.

Heavy duty elastomeric polyurethane adhesive as manufactured by Boiardi, Mapei, Bostik or approved equal.

Heavy duty elastomeric polyurethane sealant as manufactured by Boiardi, Mapei, Bostik or approved equal.

Installation

During all surface preparation and tile installation procedures ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.

The application of all adhesives, sealants and mechanical fasteners shall be in strict accordance with the guidelines set by their respective manufacturers.

Throughout the installation phases of surface preparation and tile setting, ensure that care is taken to prevent damage to any project work.

Lay out area to receive tile and mark with an indelible felt pen a reference line for the saw cut to be made.

Make saw cut in existing substrate straight and true. Ensure all dimensions and tolerances are as shown on the contract drawing. The saw cut at the leading edge of the installed tile is to be approximately ¼" wide x ¾" deep and 2'0" from the platform edge. A trial of the saw cut approximately 10' long shall be done on each platform to allow for checking to the contract drawing and fitting two tiles confirming tolerances are maintained.

After the saw cut is made, the surface between saw cut and platform edge is ready for planing. Setting the diamond head planer to the appropriate depth, plane approximately 10 feet of platform edge. Use two of the tactile tiles shipped as a template to check all tolerances are within that of the contract drawing. Make necessary adjustments and continue to plane platform edge ensuring planing is straight and true and the depth of the cut is within tolerances.

After planing has been completed, the surface is to be vacuumed and flushed with clean clear water, free from all dirt and debris. Visually inspect all surface and saw cut for obtrusions or foreign matter. If obtrusions are present, promptly grind away, making sure saw cut is not chipped or damaged.

Immediately prior to installing the surface applied tactile tiles, all surfaces must be inspected to ensure that they are clean, dry, free of voids, curing compounds, projections, loose material, dust, oils, grease, sealers and determined to be structurally sound before the application of the setting adhesive. The setting adhesive requires that the substrate and the ambient temperature are 40 degree F minimum.

Spread the adhesive to provide complete coverage over the planed concrete surface and platform edge, using a clean, well-maintained ¼" x ¼" V notch trowel. The adhesive is also to be applied to the leading edge saw cut to a depth of ½" for proper tile embedment.

Inspect the tile and clean with acetone all dust and other contaminants from the surfaces to be adhered, then set the tile in place, true and square to the platform edge. Drill holes true and straight to the depth required using the recommended bit with holes located by the molded recesses provided in the tile. Clean dust from the holes to provide clear passage for the anchor.

Mechanically fasten tiles to the floor surface using a punch pin and hammer to set the stainless steel impact anchors provided. Ensure the fastener has been set to full depth, straight and true. Care should be taken

when setting the fastener to avoid any inadvertent blows with the hammer to the tile surface.

The leading edge of the tile should be checked to ensure that the tolerance provided is in accordance with the contract drawings. Adjustment to the tiles leading edge is accomplished with a small shim driven into the leading edge saw cut to wedge the tile flange against the side walls of the groove and hold the tile to the desired elevation.

All subsequent tiles are set following the same procedures as outlined in I, J, K, and L. The gap of 1/8" allowed between tiles for expansion and contraction is mandatory.

Following the installation of the tiles and allowing the tile setting adhesive 12 hours for curing, the urethane sealant system color matched to the adjacent floor finish should be applied to the leading edge saw cut to finish the tile flush with the adjacent floor finish. Follow the manufacturer's recommendations when mixing or applying the sealant system and ensure that the joint is clean and free of debris, and any excess adhesive is cut away to provide sufficient depth for the sealant in the saw cut in accordance with the contract drawings.

After the platform edge has been fully tiled and sealant system applied, the tile surface shall be cleaned, following the recommended maintenance and cleaning procedures.

Cleaning and Protecting

Protect panels against damage during construction period to comply with tactile panel manufacturer's specification.

Protect panels against damage from rolling loads following installation by covering with plywood or hardwood.

Clean tactile panels not more than four days prior to date scheduled for inspection intended to establish date of substantial completion in each area of project. Clean tactile panel by method specified by tactile panel manufacturer.

Measurement and Payment

Measurement and payment will be made per each truncated dome assembly installed as noted on the project plans.

10-5. Pavement/Concrete Restoration

To facilitate the installation of concrete curbs and gutters, Contractor shall remove a 2' wide section adjacent to the proposed concrete improvements. This removal may be either concrete or HMA material. Restoration shall match removed material to a minimum 6" depth for asphalt and 4" depth for concrete. Contractor is responsible for all necessary saw cutting to complete the work.

For HMA restoration, the edges of the existing pavement shall be tacked with SS-1 emulsified asphalt immediately prior to paving. Asphalt concrete shall be type "A" 1/2" aggregate and conform to Section 39 of the Standard Specifications.

When paving adjacent to curb and gutter, the finished grade of the asphalt concrete shall be 1/4" above the lip of gutter.

The Contractor shall be responsible for disposing of all excavated materials.

Measurement and Payment

The contract unit price per square foot for "Pavement/Concrete Restoration Area" shall include full compensation for furnishing all labor (including flagmen), materials, tools, and equipment and doing all work involved in the removal and replacement of failed pavement areas in accordance with this section.

SECTION 11. SIGNAL MODIFICATIONS

11-1. Description

This project work shall include the furnishing of all labor, materials, tools, and equipment necessary to construct and complete in an efficient and workmanlike manner, modifications to the traffic signal systems in accordance with the Plans, these Special Provisions, and the latest editions of the Caltrans Standard Specifications and Standard Plans.

Traffic signal construction or modification project work is to be performed at the following intersections:

- **Clark Road at Bille Road**
- **Clark Road at Wagstaff Road**

All incidental project work not shown on the Plans, or specified herein, which is necessary to complete the project work necessary to provide the system described, or shown, shall be furnished and installed as part of this contract at no additional cost to the Town. The project work shall be complete and ready for service as shown on the Plans and/or specified to the satisfaction of the Town Engineer.

The Contractor is advised to inspect the site to determine actual field conditions prior to bidding the project.

11-2. Codes and Regulations

All project work and materials shall be in accordance with the following standards and regulations:

- California Edition of the Manual on Uniform Traffic Control Devices (CA MUTCD)
- National Electric Code (NEC)
- Occupational Health and Safety Administration (OSHA)
- All applicable Federal, State, County, and Local ordinances

Nothing in these Special Provisions is to be construed to permit project work not conforming to the above. Expense for compliance with the above regulations shall be paid for by the Contractor.

In cases where the Plans and Specifications require higher standards or larger sizes than those required by the Ordinances and Statutes, the project Plans and Specifications shall take precedence.

11-3. Submittals and Operation/Maintenance Manuals

Prior to the commencement of project work, and within 10 days following the notice to proceed, the Contractor shall submit a complete list of equipment and materials to be furnished, including all substitutions proposed to the Town Engineer for approval. Materials, equipment, and any shop drawings shall be submitted in a complete package. Partial submittal will not be considered.

The Contractor shall furnish in a three-ring binder an operations and maintenance manual for all controller units and auxiliary equipment supplied for the project.

The maintenance manual shall include, but need not be limited to, the following items:

- (a) Specifications
- (b) Design characteristics
- (c) General operation theory
- (d) Function of all controls
- (e) Trouble shooting procedure (diagnostic routine)
- (f) Block circuit diagram
- (g) Geographical layout of components
- (h) Schematic diagrams
- (i) List of replaceable component parts with stock numbers

11-4. Warranties

Warranties, guarantees, and instruction sheets shall conform to the provisions in Section 86-1.04, "Equipment List and Drawings," of the State Standard Specifications and these Special Provisions.

The Contractor shall be responsible for all project work and materials and/or equipment installed under these Plans and Specifications.

The Contractor shall repair or replace at Contractor's expense, any defective project work, material, or equipment that may become evident within one year of the date of filing of the Notice of Completion. The Contractor shall be responsible for all damage to other materials, equipment, structures, etc., caused by defects for a one-year period if the defect is due to defective material, equipment or workmanship.

If any part (or parts) is found to be defective in materials or workmanship within the one-year period, and it is determined by the Town Engineer or by an authorized manufacturer's representative that said part (or parts) cannot be repaired on the site, the manufacturer shall provide a replacement part (or parts) of equal kind and/or type during the repair period, and shall be responsible for the removal, handling, repair or replacement, and reinstallation of the part (or parts) until such time as the traffic signal equipment is functioning as specified and as intended herein, the repair period shall in no event exceed 72 hours, including acquisition of parts.

The one-year guarantee on the repaired or replaced parts shall again commence with the date of reassembly of the system.

11-5. Coordination with Existing Utilities

The Contractor shall bear the cost of any utility interruption, temporary relocation, modification, or other modifications as needed to install or remove any traffic signal equipment.

11-6. Equipment Removal

Full compensation for hauling and stockpiling materials for the signal project work shall be considered as included in the lump sum contract price paid for traffic signals and lighting project work, and no additional compensation will be allowed therefore.

All signal equipment shown to be removed shall be carefully dismantled, salvaged, and returned to the Town of Paradise Maintenance Yard or other location as directed by the Town Engineer.

11-7. Pedestrian Push Button

Where noted on the Plans, Contractor shall install Polara Navigator, EN2 – EZ Communicator Navigator 2 Wire Push Button Station. Installation of pedestrian push button posts shall be ADA compliant and locations approved by the Engineer. Adjustments to the traffic signal controller, related conduits, wiring, pullbox installation, removal or relocation shall be completed by the Contractor.

11-8. Measurement and Payment

The contract lump sum price for Signal Modifications (each location) shall be paid for in the same manner as specified in Section 86-8, "Payment", of the Standard Specifications, and as amended herein.

The contract lump sum price paid for Signal Modifications (each location) shall include lighting at intersections in connection with signals only.

Full compensation for furnishing and installing roadside signs shown on the plans to be mounted on traffic signals shall be considered as included in the contract lump sum price paid and no additional compensation will be allowed therefore.

SECTION 12. STRIPING AND MARKINGS

12-1. Schedule of Final Pavement Delineation

Cat-tracking shall be performed at least one day after micro-surfacing installation. After cat-tracking, contractor shall notify the City at least 48 hours in advance to schedule an inspection and approval of all cat-tracked striping and marking. No additional payment will be made for cat-tracking and shall be considered as included in related items of project work.

Contractor shall start the installation of Thermoplastic Pavement Striping and Pavement Markings 7 days after the micro-surfacing, and the cat-tracking approved by the Engineer and/or Construction Inspector.

Contractor shall be responsible for installing and maintaining all Temporary Pavement Delineation between the time paving is complete and installation of final delineation.

12-2. Thermoplastic Striping and Markings

Placing of striping and renewal of markings: This project work shall consist of applying thermoplastic traffic stripes (traffic lines) and thermoplastic pavement markings at such locations as listed in the contract documents and shall conform to the provisions in Sections 84-1, "General" and 84-2, "Thermoplastic Traffic Stripes and Pavement Markings", of the Standard Specifications and these Special Provisions.

All pavement marking stencils used shall be provided by the contractor and shall conform to 2010 Standard Plans.

The thermoplastic material shall conform to State specification 8010-21C-19. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of State Specification 8010-21C-22 (Type II), or AASHTO Designation: M247 (Type I).

State Specifications for thermoplastic material and glass beads may be obtained from the Transportation Laboratory, P.O. Box 19128, Sacramento, CA 95819, (916) 739-2400.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.080-inch.

Thermoplastic material for traffic marking (stops, etc.) shall be applied at a minimum thickness of 0.100-inch.

Measurement and Payment

Measurement for thermoplastic traffic striping of all detail numbers listed shall be on a per linear foot basis. Double stripe details are measured once per lineal foot of such detail. Compensation for furnishing, applying and installation shall include all preparation along with all striping as shown on the Plans and referenced Caltrans Standard Drawings. The contract price paid for each detail number shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all project work involved in thermoplastic traffic striping as shown on the Plans and as specified in these Technical Specifications.

12-3. Pavement Markers

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions.

The Contractor shall furnish the Engineer certificates of compliance for the pavement markers in conformance with the provisions in Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications.

Retroreflective pavement markers shall be recessed per Caltrans Standard Plans A20D.

Adhesive placed in pavement recesses shall be applied as recommended by the manufacturer.

Retroreflective pavement markers shall be marked as abrasion resistant on the body of the markers.

Pavement markers shall conform to Section 85 of the Standard Specifications and these Special Specifications.

Measurement and Payment

The contract unit price paid per each recessed retroreflective pavement marker shall be included in unit prices paid per delineation detail and no additional compensation will be made therefor.

Town of Paradise
Department of Public Works
Additional Federal Aid Provisions

Female and Minority Goals

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS		Goal	
	Economic Area		
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8	
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6	
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9	
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6	
	7400 San Jose, CA CA Santa Clara, CA	19.6	
	7485 Santa Cruz, CA CA Santa Cruz	14.9	
	7500 Santa Rosa CA Sonoma	9.1	
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1	
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2	
	177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
	178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
		8120 Stockton, CA CA San Joaquin	24.3
Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne		19.8	
179		Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6

efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The Town of Paradise and FHWA approves a program if one of the following is met:

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

Obtain the State's approval for your training program before you start project work involving the classification covered by the program.

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

The Town of Paradise reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

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

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of project 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 project work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

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:

1. 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.
2. Nondiscrimination: CONTRACTOR, with regard to the project 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.
3. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for project 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.
4. 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.
5. 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:
 - a. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - b. cancellation, termination or suspension of the Agreement, in whole or in part.
6. 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.

Town of Paradise
Department of Public Works
Bid to the Town of Paradise

Notice to Bidders and Special Provisions Dated: Aug. 12, 2015
Project Plans Dated: Aug. 12, 2015
Standard Specifications Dated: May 2010
Standard Plans Dated: May 2010

Contract No. 14-05
Federal Project No. HSIPL 5425 (28)
Bid Opening Date: Sept. 3, 2015 at 11:00 AM (PST)

Clark Road Safety Enhancements
in the
Town of Paradise, County of Butte, State of California

Name of Bidder: _____

Title: _____

Signature of Bidder: _____

Company Name: _____

Contractor License No.: _____ Classification: _____

Business Address: _____

Telephone Number: () _____

Fax Number: () _____

Place of Residence: _____

The project work for which this Bid is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the 2010 California Department of Transportation Standard Plans, the 2010 Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the project work is accomplished.

VOID

Bids are to be submitted for the entire project work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of project work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the Town of Paradise's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Town of Paradise, and that discretion will be exercised in the manner deemed by the Town of Paradise to best protect the public interest in the prompt and economical completion of the project work. The decision of the Town of Paradise respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this Bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the Town of Paradise, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the Town of Paradise that the contract has been awarded, the Town of Paradise may, at its option, determine that the bidder has abandoned the contract, and thereupon this Bid and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this Bid shall operate and the same shall be the property of the Town of Paradise.

The undersigned, as bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed project work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this Bid is accepted, that he will contract with the Town of Paradise, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the project work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

Bid Item List
for
Contract No. 14-05, Clark Road Safety Enhancements

Bid Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
1	Jobsite Photographs and Video	LS	1		
2	Stormwater Pollution Protection Plan and BMPs	LS	1		
3	Traffic Control System	LS	1		
4	Demolition	SF	7772		
5	Minor Concrete, 6" Curb and Gutter	LF	604		
6	Minor Concrete, Pedestrian Access Ramp	EA	13		
7	Minor Concrete, Pedestrian Access Island Modifications	EA	4		
8	Minor Concrete, Driveway	SF	635		
9	Minor Concrete, Sidewalk	SF	140		
10	Truncated Domes, Federal Yellow, Surface Applied	EA	3		
11	Truncated Domes, Federal Yellow, Cast-in-Place	EA	26		
12	Pavement/Concrete Restoration Area	SF	2152		
13	Type III Microsurfacing	SY	30659		
14	Signal Modifications (Clark Road at Bille Road)	LS	1		
15	Signal Modifications (Clark Road at Wagstaff Road)	LS	1		
16	Thermoplastic Striping, 12" White	LF	1281		
17	Thermoplastic Striping, Detail 9 Lane Line	LF	7552		
18	Thermoplastic Striping, Detail 22 Centerline	LF	1897		
19	Thermoplastic Striping, Detail 29 Center Median	LF	78		
20	Thermoplastic Striping, Detail 32 Center Turn Lane	LF	2076		
21	Thermoplastic Striping, Detail 38 Channel Line	LF	738		
22	Thermoplastic Marking, Type IV Arrow (L)	EA	42		
TOTAL BASE BID (YOU) =					

VOID

Town of Paradise
Department of Public Works
Contractor's License Declaration

(Business and Professions Code Section 7028.15)

The undersigned declares that it, he or she is _____
(party making foregoing bid) of _____ (hereinafter the "Bidder").

Bidder's Contractor's License Number is as follows:

_____.

The expiration date of Bidder's Contractor's License is:

_____.

Bidder acknowledges that Section 7028.15(e) of the Business and Professions Code provides as follow.

"A licensed contractor shall not submit a bid to a public agency unless Contractor's or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations therein are made under penalty of perjury. Any bid not containing this information or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the public agency."

The undersigned declares, under penalty of perjury, that the representations made by the undersigned in this bid are true and correct.

Executed on _____, 2015 at Paradise, California.

Signature

Typed Name

Title

Name of Bidder/Company

Town of Paradise
Department of Public Works
Experience Statement

Set forth all comparable jobs awarded to bidder within the last (5) years, together with the name and telephone number of the person or entity awarding the contract.

Contractor shall be duly licensed by the State of California to perform the project work included.

Town of Paradise
Department of Public Works
**Exhibit 12-B Bidder's List of DBE and Non-DBE
Sub-Contractors**

Forms shall be submitted with bid at time of opening.

Note Exhibit 12-B Part II shall list sub-contractors who provided a quote or bid and were NOT selected to participate.

Sub-contractors provided on Exhibit 12-B should align, as appropriate, with DBE Commitment and/or Good Faith Effort submittals with bid or after bid opening, per Special Provisions.

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
<input type="checkbox"/> < \$15 million				
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
<input type="checkbox"/> < \$15 million				
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
<input type="checkbox"/> < \$15 million				
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	
<input type="checkbox"/> < \$15 million				
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original - Local Agency File

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	<i>If YES list DBE #:</i>
<input type="checkbox"/> < \$15 million			Age of Firm (Yrs.)	
<input type="checkbox"/> > \$15 million				
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	<i>If YES list DBE #:</i>
<input type="checkbox"/> < \$15 million			Age of Firm (Yrs.)	
<input type="checkbox"/> > \$15 million				
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	<i>If YES list DBE #:</i>
<input type="checkbox"/> < \$15 million			Age of Firm (Yrs.)	
<input type="checkbox"/> > \$15 million				
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
	<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million	<i>If YES list DBE #:</i>
<input type="checkbox"/> < \$15 million			Age of Firm (Yrs.)	
<input type="checkbox"/> > \$15 million				

Distribution: 1) Original – Local Agency File

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID.

Public Contract Code Statements & Questionnaire

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has , has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

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

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

Yes No

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

Public Contract Code 10232 Statement

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

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Non-Collusion Affidavit

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

To the Town of Paradise Department of Public Works

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted Contractor's or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

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

Equal Employment Opportunity Certification

The bidder _____, proposed subcontractor _____, hereby certifies that he has ___ has not ___, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

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

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

Labor Code Section 1861 Certification

State of California, Town of Paradise SS

I, the undersigned, do hereby certify:

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

Executed at _____

On _____

(Date)

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

Signature of Contractor-Employer

Debarment and Suspension Certification

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

Non-lobbying Certification for Federal-Aid Contracts

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

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

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

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

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

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

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

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

Certificate of Acknowledgement

State of California, Town of Paradise SS

On this _____ day of _____ in the year 2015 before me

_____, personally appeared

_____ ,

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and Contractor's (her) own name as attorney-in-fact.

(SEAL)

Notary Public

Bid Signature Page

Accompanying this bid is _____ in amount equal to at least ten percent of the total of the bid.

(NOTICE: INSERT THE WORDS "CASH (\$ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in conformance with an act providing for the registration of Contractors,
License No. _____ Classification(s): _____

ADDENDA: The undersigned, as bidder, declares that he/she has received Addendum Nos. _____, _____, _____, _____, _____, _____, _____.
(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)

WARNING: If an addendum or addenda have been issued by the Department and not noted above as being received by the bidder, this bid may be rejected. Attention is directed to Section 2 for Addenda protocol and provisions.

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

Date: _____



Signature, Name and Title of Bidder

Business Address _____
Place of Business _____
Place of Residence _____

Town of Paradise
Department of Public Works
Bidder's Bond

Clark Road Safety Enhancements, Contract No. 14-05

We, _____, as Principal, and _____, as Surety, are bound unto the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the project work described below, for the payment of which sum we bind ourselves jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee for **Clark Road Safety Enhancements** for which bids are to be opened at Town of Paradise, 5555 Skyway, Paradise, California, on _____.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Notice to Contractors, Special Provisions, Bids, and Contract for this project work, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials is provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 2015

By: _____

By: _____

Town of Paradise
Department of Public Works
Exhibit 15-G Local Agency DBE Commitment

**INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)**

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

Town of Paradise
Department of Public Works
Exhibit 15-H DBE Information – Good Faith Efforts

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- 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 which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

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

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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

Name of Agency/Organization	Method/Date of Contact	Results
-----------------------------	------------------------	---------

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Town of Paradise
Department of Public Works
Contract Forms

Notice to Bidders and Special Provisions Dated: Aug 12, 2015
Project Plans Dated: Aug 12, 2015
Standard Specifications Dated: May 2010
Standard Plans Dated: May 2010
Federal Minimum Wage Rates (Per 10-day Rule / Inserted at Execution)
FHWA Form 1273 – Required Contract Provisions

Contract No. 14-05
Federal Project No. HSIPL 5425 (28)
Bid Opening Date: Sept 3, 2015 at 11:00 AM (PST)

Clark Road Safety Enhancements
in the
Town of Paradise, County of Butte, State of California

****NOT TO BE COMPLETED WITH BID****

Town of Paradise
Department of Public Works
Owner-Contractor Agreement

Contract No. 14-05, Clark Road Safety Enhancements

THIS AGREEMENT, made this ___ day of _____, 2015, in triplicate, between the Town of Paradise ("Town"), and _____, ("Contractor").

ARTICLE I. – WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Town, and under the conditions expressed in the two (2) bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees, at Contractor's own proper cost and expense, to do all the project work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the Town, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Town, the project work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2010, the Standard Specifications, dated 2010 (within the Caltrans Standard Specifications, the word "Department" shall mean the "Town") and the Labor Surcharge and Equipment Rental Rates in effect on the date the project work is accomplished, which the special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Notice to Bidders, Special Provisions, Bid Documents, and Contract Forms included in this Agreement are dated August 12, 2015 and are entitled:

Contract Specifications and Bid Book
for
Clark Road Safety Enhancements

Contract 14-05
Federal Project No. HSIPL 5425 (28)

The Project Plans for the project work are dated August 12, 2015 and are entitled:

Project Plans
for
Clark Road Safety Enhancements

Which are hereby made part of this Agreement.

ARTICLE II. – The Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the project work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the project work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the project work until its acceptance by the Town of Paradise and for all risks of every description connected with the project work; also for all expenses incurred by or in consequence of the suspension or discontinuance of project work and for well and faithfully completing the project work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the

Engineer under them, to wit.

Contract Bid Items
for
Contract No. 14-05, Clark Road Safety Enhancements

Bid Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
1	Jobsite Photographs and Video	LS	1		
2	Stormwater Pollution Protection Plan and BMPs	LS	1		
3	Traffic Control System	LS	1		
4	Demolition	SF	7772		
5	Minor Concrete, 6" Curb and Gutter	LF	604		
6	Minor Concrete, Pedestrian Access Ramp	EA	13		
7	Minor Concrete, Pedestrian Access Island Modifications	EA	4		
8	Minor Concrete, Driveway	SF	635		
9	Minor Concrete, Sidewalk	SF	140		
10	Truncated Domes, Federal Yellow, Surface Applied	EA	3		
11	Truncated Domes, Federal Yellow, Cast-in-Place	EA	26		
12	Pavement/Concrete Restoration Area	SF	2152		
13	Type III Microsurfacing	SY	30659		
14	Signal Modifications (Clark Road at Bille Road)	LS	1		
15	Signal Modifications (Clark Road at Wagstaff Road)	LS	1		
16	Thermoplastic Striping, 12" White	LF	1281		
17	Thermoplastic Striping, Detail 9 Lane Line	LF	7552		
18	Thermoplastic Striping, Detail 22 Centerline	LF	1897		
19	Thermoplastic Striping, Detail 29 Center Median	LF	78		
20	Thermoplastic Striping, Detail 32 Center Turn Lane	LF	2076		
21	Thermoplastic Striping, Detail 38 Channel Line	LF	738		
22	Thermoplastic Marking, Type IV Arrow (L)	EA	42		
TOTAL BASE BID AMOUNT =					

ARTICLE III. – The Town hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the materials and to do the project work according to the terms and

conditions herein contained and referred to, for the prices hereinafter set forth, and hereby agrees to pay the same at the time, in the manner and upon the conditions above set forth; and the parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants contained in this Agreement.

ARTICLE IV. – Contractor certifies that Contractor is 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 will comply with such provisions before commencing the performance of the project work of this Agreement.

ARTICLE V. – It is further expressly agreed by and between the parties hereto that if there be any conflict between the terms of this Agreement and the bid of the Contractor, then this agreement shall control and nothing herein shall be considered as an acceptance of the terms of the Bid conflicting herewith.

ARTICLE VI. – The Town of Paradise hereby employs Contractor to provide material and to do the project work according to the terms and conditions herein contained and referred to for the following prices to be paid at the time, in the manner and upon the conditions set forth in this agreement.

ARTICLE VII. – The project work required in the performance of this Agreement is an improvement over which the Town of Paradise shall exercise general supervision.

ARTICLE VIII. – The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this Agreement. It is further expressly agreed, by and between the terms of this Agreement and the bid of the Contractor, that this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the Bid conflicting with this Agreement.

ARTICLE IX. – Notwithstanding any other provision, all claims by the Contractor for \$375,000 or less against the Town shall be subject to the procedures set forth in Public Contract Code sections 20104 to 20104.8; a copy of which is shown below:

20104.

- (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.
(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article. (d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2.

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits Contractor's or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
 (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
- (c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6.

- (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
- (b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands the year and date first above written

TOWN OF PARADISE

By _____
Lauren Gill,
Town Manager

CONTRACTOR

By _____
Contractor

Licensed in accordance with an act providing for the registration of contractors,
 License No. _____
 Federal Employer Identification Number _____

Approved and certified as being in conformance with the requirements of the Public Contract Code Section 20160 et seq.

Dwight L. Moore, Town Attorney

Approved Effective _____

Town of Paradise
Department of Public Works
Federal Minimum Wage Rates

To be inserted at time of execution

Town of Paradise
Department of Public Works
FHWA Form 1273, Federal Aid Contract Provisions

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

b. The contractor will accept as its operating policy the following statement:

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

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

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

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

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

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

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

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

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

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Town of Paradise
Department of Public Works
Bond of Faithful Performance

Contract No. 14-05, Clark Road Safety Enhancements

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____, the Contractor in the contract hereto annexed, as principal, and _____, as surety, are held and firmly bound unto the Town of Paradise in the sum of _____ (\$ _____) lawful money of the United States, for which payments, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated _____.

The condition of the above obligation is that if said principal, as Contractor in the contract hereto annexed, shall faithfully perform each and all of the conditions of said contract to be performed by Contractor, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Town, necessary to perform and complete, and to perform and complete in a good workmanlike manner, the project work of **Clark Road Safety Enhancements**, in strict conformity with the terms and conditions set forth in the contract hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and that said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the project work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the project work or to the specifications.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the Court and to be taxed as costs and to be included in the judgment therein rendered.

Contractor

Surety

Approved as to form:

Town Attorney
Town of Paradise

Town of Paradise
Department of Public Works
Payment Bond

(Section 3247, Civil Code)

Contract No. 14-05, Clark Road Safety Enhancements

WHEREAS, the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," has awarded to Contractor, _____, hereinafter referred to as "Principal," a contract for the project work described as follows: **Clark Road Safety Enhancements**.

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ (\$ _____) for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to project work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and Contractor's subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such project work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 2015

By: _____
Principal

By: _____
Attorney-in-Fact