



**TOM DALY**  
**ORANGE COUNTY CLERK - RECORDER**

**ORANGE COUNTY**  
**CLERK-RECORDER'S OFFICE**  
 12 Civic Center Plaza, Room 106, P.O. BOX 238, Santa Ana, CA 92702  
 web: [www.oc.ca.gov/recorder/](http://www.oc.ca.gov/recorder/)  
 PHONE (714) 834-5284 FAX (714) 834-2500

CITY OF LAGUNA BEACH  
505 FOREST AVE  
LAGUNA BEACH, CA 92651

RECEIVED

MAY 04 2009

WATER QUALITY

Office of the Orange County Clerk-Recorder  
**Memorandum**

SUBJECT: NOTICE OF EXEMPTION

The attached notice was received, filed and a copy was posted on 03/13/2009

**It remained posted for 30 (thirty) days.**

TOM DALY  
 ORANGE COUNTY CLERK - RECORDER  
 In and for the County of Orange

By: NINA FIGUEROA Deputy

Public Resource Code 21092.3

The notice required pursuant to Sections 21080.4 and 21092 for an environmental impact report shall be posted in the office of the County Clerk of each county \*\*\* in which the project will be located and shall remain posted for a period of 30 days. The notice required pursuant to Section 21092 for a negative declaration shall be so posted for a period of 20 days, unless otherwise required by law to be posted for 30 days. The County Clerk shall post notices within 24 hours of receipt.

Public Resource Code 21152

All notices filed pursuant to this section shall be available for public inspection, and shall be posted **\*\*\* within 24 hours of receipt** in the office of the County Clerk. Each notice shall remain posted for a period of 30 days.

\*\*\* Thereafter, the clerk shall return the notice to the local **lead** agency \*\*\* within a notation of the period it was posted. The local **lead** agency shall retain the notice for not less than nine months.

Additions or changes by underline; deletions by \*\*\*

**Notice of Exemption**

Att3 IG1 WorkPlan 3 of 4

ATTACHMENT 3

Appendix E  
South Orange County WMA

To:  Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

From: (Public Agency) City of Laguna Beach  
Water Quality Department  
(Address)  
505 Forest Ave., Laguna Beach, CA  
92651

County Clerk  
County of Orange, EIR Desk  
12 Civic Center Plaza, Room 106  
Santa Ana, CA 92701

**Project Title:** Rockledge Sewer and Lift Station Rehabilitation

**Project Location - Specific:** Rockledge Road and Rockledge Terrace and easements  
in the Rockledge Community, Laguna Beach CA 92651

**Project Location - City:** Laguna Beach      **Project Location - County:** Orange

**Description of Nature, Purpose, and Beneficiaries of Project:**

The subject project consists of removal and reconstruction of Public  
sewerlines and a sewer pump station. It is a Public Works project.

**Name of Public Agency Approving Project:** City of Laguna Beach, Water Quality Dept.

**Name of Person or Agency Carrying Out Project:** City of Laguna Beach, Water Quality Dept.

**Exempt Status:** (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 15301-Existing Facilities
- Statutory Exemptions. State code number:

**FILED**

**MAR 12 2009**

TOM DALY, CLERK-RECORDER  
By [Signature] DEPUTY

**Reasons why project is exempt:** Class I existing facility sewer pump station and  
pipng restoration of deteriorated structures and equipment with no  
expansion of existing use.

**Lead Agency**

**Contact Person:** Fred Shahidi      Area Code/Telephone/Extension: 949-497-0345

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes     No

Signature: [Signature]      Date: 3/12/09      Title: Project Manager

- Signed by Lead Agency      Date received for filing at OPR:
- Signed by Applicant

Recorded in Official Records, Orange County  
Tom Daly, Clerk-Recorder

**POSTED**

**MAR 12 2009**

NO FEE  
200985000206 03:17pm 03/12/09

92 140 201 South Orange County IRWM Implementation Grant Proposal  
0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

TOM DALY, CLERK-RECORDER  
By [Signature] DEPUTY



State of California—The Resources Agency  
 DEPARTMENT OF FISH AND GAME  
 2009 ENVIRONMENTAL FILING FEE CASH RECEIPT

At 3:16:10 WorkPlan\_3 of 4

ATTACHMENT 3

RECEIPT# South Orange County N/A 374436  
 STATE CLEARING HOUSE # (if applicable)  
NA

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY City of Laguna Beach DATE 3-12-09  
 COUNTY/STATE AGENCY OF FILING County of Orange DOCUMENT NUMBER 200985000206  
 PROJECT TITLE Rockledge Sewer & Lift Station Rehab  
 PROJECT APPLICANT NAME City of Laguna Beach Water Utility Dept PHONE NUMBER 9494970343  
 PROJECT APPLICANT ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PROJECT APPLICANT (Check appropriate box):  
 Local Public Agency     School District     Other Special District     State Agency     Private Entity

CHECK APPLICABLE FEES:

|   |            |                 |
|---|------------|-----------------|
| <input type="checkbox"/> Environmental Impact Report  | \$2,768.25 | \$ _____        |
| <input type="checkbox"/> Negative Declaration   | \$1,993.00 | \$ _____        |
| <input type="checkbox"/> Application Fee Water Diversion (State Water Resources Control Board Only) | \$850.00   | \$ _____        |
| <input type="checkbox"/> Projects Subject to Certified Regulatory Programs                          | \$941.25   | \$ _____        |
| <input type="checkbox"/> County Administrative Fee  | \$50.00    | \$ <u>50.00</u> |
| <input checked="" type="checkbox"/> Project that is exempt from fees                                |            |                 |
| <input checked="" type="checkbox"/> Notice of Exemption   |            |                 |
| <input type="checkbox"/> DFG No. Effect Determination (Form Attached)                               |            |                 |
| <input type="checkbox"/> Other _____  |            | \$ _____        |

PAYMENT METHOD:  
 Cash     Credit     Check     Other \_\_\_\_\_

SIGNATURE [Signature] TITLE Deputy  
 TOTAL RECEIVED \$ 50.00

WHITE - PROJECT APPLICANT    YELLOW - DFG/ASB    PINK - LEAD AGENCY    GOLDEN ROD - COUNTY CLERK    FG 753.5a (Rev. 7/08)

ORANGE COUNTY RECORDER  
 TOM DALY  
 Finalization 20090000059576  
 03/12/2009 03:17pm  
 92 140

|                              |        |
|------------------------------|--------|
| Item Title                   | Count  |
| 1 Z01 EIR Administrative Fee | 1      |
| Document ID                  | Amount |
| DOC# 200985000206            | 0.00   |
| Time Recorded 03:17 pm       |        |
| Total                        | 50.00  |
| Payment Type                 | Amount |
| No Fee                       | 50.00  |
| Amount Due                   | 0.00   |

Thank You  
 Please Retain This Receipt  
 For Your Records

Notice of Exemption

Att3\_IG1\_WorkPlan\_3 of 4

ATTACHMENT 3

Appendix E  
South Orange County WMA

To:  Office of Planning and Research  
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From: (Public Agency) City of Laguna Beach  
Water Quality Department  
*(Address)*  
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- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 15301-Existing Facilities
- Statutory Exemptions. State code number:

FILED

MAR 12 2009

TOM DALY, CLERK-RECORDER  
By [Signature] DEPUTY

Reasons why project is exempt: Class I existing facility sewer pump station and  
pipng restoration of deteriorated structures and equipment with no  
expansion of existing use.

Lead Agency

Contact Person: Fred Shahidi Area Code/Telephone/Extension: 949-497-0345

If filed by applicant:

- 1. Attach certified document of exemption finding.
- 2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: [Signature] Date: 3/12/09 Title: Project Manager

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant

Recorded in Official Records, Orange County  
Tom Daly, Clerk-Recorder

POSTED

MAR 12 2009

NO FEE

200985000206 03:17pm 03/12/09

92 140 Z01  
0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00  
South Orange County IRWM Implementation Grant Proposal

TOM DALY, CLERK-RECORDER  
By [Signature] DEPUTY



State of California—The Resources Agency  
 DEPARTMENT OF FISH AND GAME  
 Att3 IG1 WorkPlan 3 of 4 ATTACHMENT 3  
**2009 ENVIRONMENTAL FILING FEE CASH RECEIPT**

RECEIPT# South Orange County WMA  
 374458  
 STATE CLEARING HOUSE # (If applicable)  
 NA

**SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY**

|   |      |  |
|---|------|--|
| LEAD AGENCY<br><i>City of Laguna Beach</i>                                |      | DATE<br><i>3-12-09</i>                 |
| COUNTY/STATE AGENCY OF FILING<br><i>County of Orange</i>                  |      | DOCUMENT NUMBER<br><i>200985000209</i> |
| PROJECT TITLE<br><i>Rockledge Sewer &amp; Lift Station Rehab.</i>         |      |  |
| PROJECT APPLICANT NAME<br><i>City of Laguna Beach Water Utility Dept.</i> |      | PHONE NUMBER<br><i>(714) 497-0546</i>  |
| PROJECT APPLICANT ADDRESS   | CITY | STATE ZIP CODE                         |

**PROJECT APPLICANT** (Check appropriate box):  
 Local Public Agency   
 School District   
 Other Special District   
 State Agency   
 Private Entity

**CHECK APPLICABLE FEES:**

|   |            |             |
|---|------------|-------------|
| <input type="checkbox"/> Environmental Impact Report  | \$2,768.25 | \$ _____    |
| <input type="checkbox"/> Negative Declaration   | \$1,993.00 | \$ _____    |
| <input type="checkbox"/> Application Fee Water Diversion (State Water Resources Control Board Only) | \$850.00   | \$ _____    |
| <input type="checkbox"/> Projects Subject to Certified Regulatory Programs                          | \$941.25   | \$ _____    |
| <input type="checkbox"/> County Administrative Fee  | \$50.00    | \$ <i>0</i> |
| <input checked="" type="checkbox"/> Project that is exempt from fees                                |            |             |
| <input checked="" type="checkbox"/> Notice of Exemption   |            |             |
| <input type="checkbox"/> DFG No. Effect Determination (Form Attached)                               |            |             |
| <input type="checkbox"/> Other _____  |            | \$ <i>0</i> |

**PAYMENT METHOD:**  
 Cash   
 Credit   
 Check   
 Other \_\_\_\_\_  
 TOTAL RECEIVED \$ *0*

SIGNATURE *[Signature]* TITLE *Deputy*

WHITE - PROJECT APPLICANT   
 YELLOW - DFG/ASB   
 PINK - LEAD AGENCY   
 GOLDEN ROD - COUNTY CLERK   
 FG 753.5a (Rev. 7/08)



**Contract Documents**

**For**

**Construction of**

**ROCKLEDGE SEWER SYSTEM IMPROVEMENTS PROJECT**

**City of Laguna Beach, California**

November 2010

Prepared By:  
DMR Team, Inc.  
Culver City, CA 90230  
(310) 338-3440

Prepared Under the Supervision of:

Approved:

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**Sam Talebian**  
**RCE # 44216**

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**David Shissler,**  
**Director of Water Quality**

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**SECTION "A" - NOTICE INVITING BIDS**  
**and**  
**INSTRUCTIONS TO BIDDERS**

## **SECTION B - BID SUBMITTAL DOCUMENTS**

**CITY OF LAGUNA BEACH**

**WATER QUALITY  
DEPARTMENT**

**BID SUBMITTAL DOCUMENTS**

**FOR**

**CONSTRUCTION OF**

**ROCKLEDGE SEWER SYSTEM IMPROVEMENTS PROJECT**

SUBMITTED BY:

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY ZIP

(\_\_\_\_\_)\_\_\_\_\_  
TELEPHONE

\_(\_\_\_\_\_)\_\_\_\_\_  
FAX NUMBER

**INDEX TO BID SUBMITTAL DOCUMENTS**

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**CITY OF LAGUNA BEACH  
NOTICE INVITING BIDS  
FOR CONSTRUCTION OF**

**ROCKLEDGE SEWER SYSTEM IMPROVEMENTS PROJECT**

**N-1 NOTICE IS HEREBY GIVEN** that sealed bids for the **Rockledge Sewer System Improvements Project** in the City of Laguna Beach will be received at the Office of the Director of Water Quality of the City of Laguna Beach, 505 Forest Avenue, Laguna Beach California, until **2:00 PM** on , at which time they will be publicly opened and read aloud.

**N-2 DESCRIPTION OF THE WORK:** In general, the work comprises of **Gravity and forced Sewer Main and Lift Station Improvements**, in the City of Laguna Beach.

**N-3 AWARD OF CONTRACT:** (a) The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder and reject all other bids, as it may best serve the interest of the City. (b) As a condition of award, the successful bidder will be required to submit payment and performance bonds and insurance.

**N-4 CONTRACTOR'S LICENSE CLASSIFICATION:** The Contractor shall possess a valid Class A Contractor License at the time of submitting bids, in accordance with provisions of Chapter 9, Division III of the California Business and Profession's Code.

**N-5 WAGE RATE REQUIREMENTS:** In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available on the Internet at the World Wide Web site of the State Department of Industrial Relations at [www.dir.ca.gov](http://www.dir.ca.gov) under Statistics and Research. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than said specified rates to all workers employed by them in the execution of the contract. All parties to the contract shall be governed by all provisions of the California Labor Code relating to prevailing wage rates; Sections 1770-1781 inclusive.

If there is a difference between the minimum wage rates determined 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 City will not accept lower state wage rates not specifically included in the federal minimum wage determinations. This includes "helpers" (or other classifications based on hours of experience) or any other classification not appearing in the federal wage determination. Where federal wage determinations do not contain the state wage rate determinations 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.

**N-6 RETAINAGE FROM PAYMENTS:** The Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payments by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code.

**N-7 OBTAINING OR INSPECTING CONTRACT DOCUMENTS:** (a) Contract Documents may be inspected without charge at the Water Quality Department, City Hall, Laguna Beach, CA 92651. (b) Complete sets of said Contract Documents may be purchased for \$20.00 per set and are obtainable from the

Water Quality Department, City Hall, 505 Forest Avenue, Laguna Beach, CA 92651. No refund will be made of any charges for sets of Contract Documents.

(c) An additional fee of \$10.00 will be charged for sets of documents sent by mail.

BY ORDER OF THE CITY OF LAGUNA BEACH

By: \_\_\_\_\_

David Shissler, P.E.

Director of Water Quality

Date: \_\_\_\_\_, 20\_\_\_\_

Published: Coastline News

**Date:**

**Date:**

**CITY OF LAGUNA BEACH  
INSTRUCTIONS TO BIDDERS  
FOR CONSTRUCTION OF  
ROCKLEDGE SEWER SYSTEM IMPROVEMENTS PROJECT**

**1 BID SECURITY:** Each bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount of 10 percent of the total bid price, payable to the City of Laguna Beach. For any required bonds, the company issuing Bid Bonds, Labor and Material Bonds, and Faithful Performance Bonds must be an insurance company or surety company duly authorized to issue such bonds in the State of California. The City shall not accept a surety provided by a surplus line broker; nor shall the City allow a Contractor to substitute a bid surety after the bids are open.

**2 PRE-BID CONFERENCE:** There will be a mandatory pre-bid meeting on Tuesday November , 2010, at 11:00 am, at the job site. Only attending contractors who sign in the sign-in sheet are eligible to bid on the project.  
Attendance is highly recommended.

**3 ADDRESS AND MARKING OF BIDS:** The envelope enclosing the Bid shall be sealed and addressed to the City of Laguna Beach, and shall be delivered or mailed to the office of the Director of Water Quality at City Hall, 505 Forest Avenue, Laguna Beach, CA 92651. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the Bidder, and shall bear the words "Bid for the **ROCKLEDGE SEWER SYSTEM IMPROVEMENTS PROJECT**", followed by the date and hour of opening Bids. The certified or cashier's check or Bid Bond shall be enclosed in the same envelope with the sealed bid.

**4 CONTENTS OF BIDS:** All bid submittal documents (pages B-1 to B-24) of the contract documents must be completed, executed and returned in the sealed bid. These documents shall be affixed with the signatures and titles of the persons signing on behalf of the bidder. For corporations, the signatures of the President or Vice President and Secretary or Assistant Secretary are required, and the Corporate Seal shall be affixed to all documents requiring signatures. In the case of a partnership, the signature of at least one general partner is required.

**5 PROJECT REPRESENTATIVE:** All communications relative to this project shall be directed to Mr. Fred Shahidi, Project Manger, of the City of Laguna Beach, CA, prior to opening bids. All questions relating to interpretation of the Contract Documents or products must be submitted in writing, and responses will be in the form of Addenda to the Notice Inviting Bids.

**6 DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONSIDERATION:** The City of Laguna Beach hereby affirmatively ensures that disadvantaged business enterprises will be afforded opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex or religion in any consideration leading to the award of contract.

**7 JOINT VENTURES:** In the case of joint ventures, each person comprising the joint venture shall have a Contractor's license at the time of award (Business and Professions Code Section 7028.15(c)). However, the joint venture itself must have a "joint venture license" not later than the time of the award of bid (Business and Professions Code Section 7029.1).

**8 PAYMENT BOND:** The Contractor will be required to post a payment bond guaranteeing the payment to subcontractors and other persons furnishing labor, materials and/or equipment with respect to the project in an amount equal to one hundred percent (100%) of the estimated Contract price.

**BID FORM AND PROPOSAL  
TO  
THE CITY OF LAGUNA BEACH  
FOR  
CONSTRUCTION OF**

**ROCKLEDGE SEWER SYSTEM IMPROVEMENTS PROJECT**

Name of Bidder: \_\_\_\_\_,

Business Address: \_\_\_\_\_,

in the City of \_\_\_\_\_, State of \_\_\_\_\_,

County of \_\_\_\_\_, Telephone No. (\_\_\_\_) \_\_\_\_\_,

TO THE CITY COUNCIL OF THE CITY OF LAGUNA BEACH:

Pursuant to and in compliance with your notice inviting sealed proposals (bids) and the other documents relating thereto, the undersigned bidder, having familiarized itself with the terms of the contract documents, local conditions affecting the performance of the contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other contract documents, including all Addenda, on file in the Municipal Services Department of the City for prices hereinafter set forth.

Final determination of contract award will be made by the City Council after bids are received.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; and bidder proposes and agrees, if the proposal is accepted, that bidder will execute a contract with the City in the form set forth in the contract documents, and that bidder will accept in full payment thereof the following prices, to wit:

**BID SHEET**

B-1

**FOR**

**ROCKLEDGE SEWER SYSTEM IMPROVEMENTS PROJECT**

| <b>Bid Item No.</b> | <b>Item Description</b>                                   | <b>Estimated Quantity</b> | <b>Unit</b> | <b>Unit Price</b> | <b>Extended Amount</b> |
|---------------------|---|---------------------------|-------------|-------------------|------------------------|
| 1                   | Mobilization  | 1                         | LS          | \$                | \$                     |
| 2                   | Traffic Control   | 1                         | LS          | \$                | \$                     |
| 3                   | 8" PVC Sewer Line (In STD Trench)                         | 550                       | LF          | \$                | \$                     |
| 4                   | 8" PVC Sewer Line (In Stairway)                           | 150                       | LF          | \$                | \$                     |
| 5                   | 4" PVC Forced Gravity Sewer (In Common Trench with Sewer) | 200                       | LF          | \$                | \$                     |
| 6                   | 4" PVC Forced Gravity Sewer (In Own Trench)               | 150                       | LF          | \$                | \$                     |
| 7                   | 4" PVC Forced Gravity Sewer (In Stairway)                 | 150                       | LF          | \$                | \$                     |
| 8                   | Precast Concrete Sewer Manhole                            | 3                         | EA          | \$                | \$                     |
| 9                   | 8" Sewer Clean Out  | 4                         | EA          | \$                | \$                     |
| 10                  | Extend Existing Sewer Lateral                             | 11                        | EA          | \$                | \$                     |
| 11                  | Abandon Existing Sewer Manhole                            | 2                         | EA          | \$                | \$                     |
| 12                  | Abandon Existing Sewer Mainline                           | 550                       | LF          | \$                | \$                     |
| 13                  | Line Existing 6"CIP Sewer Line                            | 200                       | Lf          | \$                | \$                     |
| 14                  | Removal and Replacement for Lining Equipment              | 1                         | LS          | \$                | \$                     |
| 15                  | Construct Stairway  | 250                       | SF          | \$                | \$                     |
| 16                  | Construct 4" Sidewalk in Walkway                          | 450                       | SF          | \$                | \$                     |
| 17                  | Construct Handrail  | 1                         | LS          | \$                | \$                     |
| 18A                 | 2" PVC Electric Conduit                                   | 150                       | LF          | \$                | \$                     |
| 18B                 | 2" PVC Spare Conduit with Pull Rope                       | 150                       | LF          | \$                | \$                     |
| 19                  | 2" Rigid Steel Electric Conduit                           | 60                        | LF          | \$                | \$                     |

**BID SHEET  
FOR**

**ROCKLEDGE SEWER SYSTEM IMPROVEMENTS PROJECT**

| Bid Item No. | Item Description  | Estimated Quantity | Unit | Unit Price | Extended Amount |
|--------------|---|--------------------|------|------------|-----------------|
| 20           | Electric Pedestal and Meter                             | 1                  | EA   | \$         | \$              |
| 21           | 1½" PVC Water Line                                      | 150                | LF   | \$         | \$              |
| 22           | 1½" Hot Tap   | 1                  | EA   | \$         | \$              |
| 23           | Pump House Modifications                                | 1                  | LS   | \$         | \$              |
| 24           | 4'x4' Cover Door  | 3                  | EA   | \$         | \$              |
| 25           | 4'X4' Access Door                                       | 1                  | EA   | \$         | \$              |
| 26           | Fiber Glass Manhole                                     | 1                  | EA   | \$         | \$              |
| 27           | Pump and Equipment                                      | 2                  | EA   | \$         | \$              |
| 28           | Construction Staking                                    | 1                  | LS   | \$         | \$              |
| 29           | Construct 12" PVC Storm Drain                           | 15                 | LF   | \$         | \$              |
| 30A          | Construct 8" PVC Storm Drain in Stairway/Walkway        | 150                | LF   | \$         | \$              |
| 30B          | Construct 8" PVC Storm Drain (Jacking in Existing Pipe) | 40                 | LF   | \$         | \$              |
| 31           | Construct 3" PVC Storm Drain Lateral (In Walkway)       | 2                  | EA   | \$         | \$              |
| 32           | Remove and Replace Single Grating Catch Basin.          | 2                  | EA   | \$         | \$              |
| 33           | Provide Portable Hoist                                  | 1                  | LS   | \$         | \$              |

**TOTAL BID AMOUNT IN FIGURES \$** \_\_\_\_\_

**TOTAL BID AMOUNT IN WORDS:** \_\_\_\_\_

**ROCKLEDGE SEWER SYSTEM IMPROVEMENTS PROJECT**

All bids are to be computed on the basis of the given estimated quantities of work, as indicated in this proposal, multiplied by the unit price as submitted by the bidder. In case of a discrepancy between words and figures, the words shall prevail. In case of an error in the extension of a unit price, the corrected extension shall be calculated. The corrected, extended amounts shall be added to determine the corrected total bid amount. The bids will be compared on the basis of the corrected amounts.

The estimated quantities of work indicated in this proposal are approximate only, being given solely as a basis for comparison of bids.

The undersigned has carefully checked all of the above figures and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned agrees that, if Bidder fails to deliver the executed contract and required bonds to the City within ten (10) working days from the date of mailing of a notice to Bidder, by and from the City, that the contract is ready for execution, then the proceeds of check or bond accompanying the bid shall become the property of the City of Laguna Beach.

Accompanying this proposal is (Circle One): 1. Cash 2. Certified Check 3. Cashier's Check 4. Bond.

The amount of the (cash, certified check, cashier's check, or bond) shall be 10% of the amount bid for the more expensive bid alternative.

The undersigned 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 agrees to comply with such provisions before commencing the performance of the work of this contract.

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Bidder's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type of Organization  
(Individual, Corporation, or Co-Partnership)

List below names of President, Secretary, Treasurer, and Manager if a corporation, and names of all co-partners if a co-partnership:

**CERTIFICATION OF CONTRACTOR'S LICENSE**

The undersigned is licensed in accordance with the Statutes of the State of California, providing for registration of contractors. In accordance with California Public Resources Code, Section 7059 (b), the City requires that the Bidder be licensed by the State of California in one of the following disciplines:

Class "A" General Engineering Contractor

LICENSE NUMBER: \_\_\_\_\_

LICENSE  
EXPIRATION DATE: \_\_\_\_\_

LICENSE  
CLASSIFICATION(S): \_\_\_\_\_

TYPE OF ORGANIZATION: \_\_\_\_\_

I CERTIFY THAT ALL INFORMATION AND REPRESENTATIONS CONTAINED IN THIS BID FORM ARE CORRECT, AND THIS STATEMENT IS MADE UNDER PENALTY OF PERJURY.

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

for

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

**COMPLIANCE WITH CIVIL RIGHTS ACT  
AND  
AFFIRMATIVE ACTION REQUIREMENTS**

1) During the performance of the construction contract, contractor shall agree to and be bound by the following:

a) Equal Employment Opportunity

In connection with the execution of the contract, contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, marital status, sexual orientation, AIDS or AIDS-related symptoms (including HIV positive findings), or national origin. Actions encompassed by this prohibition shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rate of pay, or other forms of compensation; and selection for training, including apprenticeship.

b) Sanctions for Noncompliance

In the event of the contractor's noncompliance with the non-discrimination provisions of the contract, City shall impose such contract sanctions as City may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to contractor under the contract until contractor complies, and/or
- (2) cancellation, termination, or suspension of the contract, in whole or in part.

**DESIGNATION OF SUBCONTRACTORS**

Bidder certifies that the table below contains the names of any and all subcontractors who’s individual sub-bids exceed one-half of 1 percent of the total bid amount, or \$10,000, whichever is greater, and who’s sub-bids were used in making up Bidder’s bid, and that the subcontractors listed will be used for the work for which they bid, subject to the approval of the City Engineer, and in accordance with the applicable provisions of the specifications. **No change may be made to the listed subcontractors, except upon prior approval of the Engineer.**

| Item Of Work            | Subcontractor Name, Classification, & Contractor’s License Number | % Of Work | Address | Phone |
|-------------------------|---|-----------|---------|-------|
|                         |   |           |         |       |
|                         |   |           |         |       |
|                         |   |           |         |       |
|                         |   |           |         |       |
|                         |   |           |         |       |
|                         |   |           |         |       |
| <b>Total Percentage</b> |   |           |         |       |

Note: Do not list alternative subcontractors for the same work

\_\_\_\_\_  
Bidder's Name

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BIDDER'S BOND TO ACCOMPANY PROPOSAL**

KNOW ALL PERSONS BY THESE PRESENTS,

that we, \_\_\_\_\_, as Principal,

and \_\_\_\_\_, as Surety, are

held and firmly bound unto the City of Laguna Beach, California,

in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_),

lawful money of the United States for the payment of which sum well and truly to be made, we

bind ourselves, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, if the proposal of the above bounden principal for the construction of **ROCKLEDGE SEWER SYSTEM IMPROVEMENTS PROJECT**, the City of Laguna Beach, is accepted by the City Council of said City, and if the above bounden principal shall duly enter into and execute a contract for such construction, and shall execute and deliver the two (2) bonds described in the "Notice Inviting Bids" within **ten (10) working days** from the date of the mailing of a notice to the above bounden principal, by and from said City of Laguna Beach, that said contract is ready for execution, then this obligation shall become null and void; otherwise it be and remain in full force and effect, and the amount specified herein shall be forfeited to said City.

In the event that any principal above named executed this bond as an individual, it is agreed that the death of any such principal shall not exonerate the surety from its obligations under this bond.

IN WITNESS WHEREOF, we hereunto set our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Corporate Seal (If Corporation)

\_\_\_\_\_,  
Principal

By: \_\_\_\_\_

\_\_\_\_\_,  
Surety

By: \_\_\_\_\_

(Attach acknowledgment of  
Attorney-in-Fact)

**"NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID**

State of California

County of \_\_\_\_\_ .

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_

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

\_\_\_\_\_  
Bidder's Name

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2010

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

My commission expires:

\_\_\_\_\_

**STATEMENT OF FINANCIAL RESPONSIBILITY**

If requested by City, Bidder agrees to submit a statement of financial responsibility within 48 hours after the bid opening if Bidder is the apparent low bidder. Bidder shall provide such information as may be requested by City to evidence financial solvency of Bidder, and Bidder's financial ability to pursue and complete the work.

\_\_\_\_\_  
Bidder's Name

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## ACKNOWLEDGEMENT OF WATER QUALITY REQUIREMENTS

The contractor shall execute the following form, acknowledging the requirements of Title 16, Water Quality Control, of the City of Laguna Beach Municipal Code:

I am aware of the provisions of Title 16 of the City of Laguna Beach Municipal Code, which prohibits any discharge of unauthorized pollutants into the City's storm drain system, such as waste materials and wastewater generated by construction activities including, but not limited to the following: painting, staining; use of sealants and glues, use of lime; eroded soils, sediment and particulate materials; use of herbicides, pesticides, fertilizers, wood preservatives and solvents; disturbance of asbestos fibers, paint flakes or stucco fragments; application of fuels, oils, lubricants, hydraulic, radiator or battery fluids; construction equipment washing; concrete pouring and cleanup; use of concrete detergents; steam cleaning or sand blasting; use of chemical degreasing or diluting agents; and use of super chlorinated water for potable water line flushing.

During construction, disposal of such materials should occur in a specified and controlled temporary area on site physically separated from potential storm water run-off, with ultimate disposal in accordance with local, state, and federal requirements.

**Such "discharges" of material other than storm water are allowed only when necessary for performance and completion of construction practices and where they do not: cause or contribute to a violation of any water quality standard; cause or threaten to cause pollution, contamination or nuisance; or contain a hazardous substance in a quantity reportable under Federal Regulation 40 CFR Parts 117 and 302.**

ACKNOWLEDGEMENT:

\_\_\_\_\_  
Bidder's Name

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**TECHNICAL ABILITY AND EXPERIENCE REFERENCES**

Bidder submits herewith a statement of at least three projects of similar character to that proposed herein which Bidder has performed and successfully completed for public agencies within the last two years. Bidder is advised that additional references may be requested after bid opening.

| Project Name And Contract Dollar Amount | Year Completed | Agency/Organization | Reference Person And Phone Number |
|---|----------------|---------------------|-----------------------------------|
| 1. _____                                |                |                     | Name: _____<br>Phone:(    )       |
| 2. _____                                |                |                     | Name: _____<br>Phone:(    )       |
| 3. _____                                |                |                     | Name: _____<br>Phone:(    )       |
|   |                |                     |                                   |
|   |                |                     |                                   |
|   |                |                     |                                   |
|   |                |                     |                                   |

\_\_\_\_\_  
Bidder's Name

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

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**DEBARMENT AND SUSPENSION CERTIFICATION****TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

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

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

If there are any exceptions to this certification, insert the exceptions in the following space. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

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

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

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

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

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

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

### DISCLOSURE OF LOBBYING ACTIVITIES

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

|   |  |  |
|---|--|--|
| <p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract<br/> <input type="checkbox"/> b. grant<br/> <input type="checkbox"/> c. cooperative agreement<br/> <input type="checkbox"/> d. loan<br/> <input type="checkbox"/> e. loan guarantee<br/> <input type="checkbox"/> f. loan insurance</p>  | <p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application<br/> <input type="checkbox"/> b. initial award<br/> <input type="checkbox"/> c. post-award</p>   | <p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial<br/> <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b><br/> year ____ quarter ____<br/> date of last report _____</p> |
| <p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee<br/> Tier _____, if known</p> <p>Congressional District, if known _____</p>  | <p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known _____</p>  |  |
| <p><b>6. Federal Department/Agency:</b></p>   | <p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable _____</p>   |  |
| <p><b>8. Federal Action Number, if known:</b></p>   | <p><b>9. Award Amount, if known:</b></p>   |  |
| <p><b>10. a. Name and Address of Lobby Entity</b><br/> (If individual, last name, first name, MI)</p>   | <p><b>b. Individuals Performing Services</b> (including address if different from No. 10a)<br/> (last name, first name, MI)</p>  |  |
| (attach Continuation Sheet(s) if necessary)   |  |  |
| <p><b>11. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> Planned</p>  | <p><b>13. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer<br/> <input type="checkbox"/> b. one-time fee<br/> <input type="checkbox"/> c. commission<br/> <input type="checkbox"/> d. contingent fee<br/> <input type="checkbox"/> e. deferred<br/> <input type="checkbox"/> f. other, specify _____</p> |  |
| <p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash<br/> <input type="checkbox"/> b. in-kind; specify: nature _____<br/> value _____</p>  |  |  |
| <p><b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b></p> <p>(attach Continuation Sheet(s) if necessary)</p>  |  |  |
| <p><b>15. Continuation Sheet(s) attached:</b>      Yes <input type="checkbox"/>      No <input type="checkbox"/></p>  |  |  |
| <p><b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p> | <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>   |  |
| <p><b>Federal Use Only:</b></p>   |  |  |

Authorized for Local Reproduction  
Standard Form - LLL

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

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

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

10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

SF-LLL-Instructions Rev. 06-04-90

**LOCAL AGENCY BIDDER-DBE INFORMATION**

This information may be submitted with your bid proposal. 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 Section 2-1.02B of the Special Provisions. Failure to submit the required DBE information will be grounds for finding the proposal nonresponsive.

**CO.-RTE.-K.P.:** \_\_\_\_\_

**CONTRACT NO.:** \_\_\_\_\_

**BID AMOUNT: \$** \_\_\_\_\_

**BID OPENING DATE:** \_\_\_\_\_

**BIDDER'S NAME:** \_\_\_\_\_

**DBE GOAL FROM CONTRACT:** 9%

**DBE PRIME CONTRACTOR CERTIFICATION <sup>1</sup>:** \_\_\_\_\_

| CONTRACT ITEM NO.  | ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED <sup>2</sup> | DBE CERT. NO. | NAME OF DBEs<br>(Must be certified on the date bids are opened - include DBE address and phone number)                                    | DOLLAR AMOUNT DBE <sup>3</sup> |
|--|---|---------------|---|--------------------------------|
|  |   |               |   |                                |
| <p><b>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Copies of the DBE quotes are required. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above shall be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid pursuant to the Subcontractors Listing Law and Section 3.1 of the Standard Specifications.</b></p> <p>1. DBE prime contractors shall enter their DBE certification number. DBE prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces.</p> <p>2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished by DBE.</p> <p>3. See General Provisions, "Disadvantaged Business Enterprise," to determine the credit allowed for DBE firms.</p> |   |               | <p><b>Total Claimed Participation</b></p> <p>\$ _____</p> <p>_____ %</p>  |                                |
|  |   |               | <p>_____<br/>Signature of Bidder</p> <p>_____<br/>Date (Area Code) Tel. No.</p> <p>_____<br/>Person to Contact (Please Type or Print)</p> |                                |

CT Bidder - DBE Information (Rev 09-28-99)

## DBE INFORMATION—GOOD FAITH EFFORTS

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

The City of Laguna Beach established a Disadvantaged Business Enterprise (DBE) goal of 9% for this project. The information provided herein shows that adequate good faith efforts were made.

- 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<br>Solicited | Date of Initial<br>Solicitation | Follow Up Methods<br>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 | Breakdown of Items |
|---------------|--------------------|
|---------------|--------------------|

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, and the firms selected for that work (please attach copies of quotes from the firms involved):

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

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- 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:

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- 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.

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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):

**Bidders List**

The City of Laguna Beach will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its DOT-assisted contracts. The bidders list will include the name, address, DBE/non-DBE status, age of firm, type of work provided by firm and annual gross receipts of firms.

The City of Laguna Beach has incorporated a Bidders List form as part of this proposal (see page B-22), which requires that bidders/offerors provide all required information.

**Confidentiality**

The City of Laguna Beach will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local laws.

**CITY OF LAGUNA BEACH****BIDDERS LIST**

All bidders are required to provide the following information for all DBE and non-DBE contractors who provided a proposal, bid, quote, or were contacted by the bidder. This information is also required from the bidder, and must be submitted with their bid proposal. The City of Laguna Beach will use this information to maintain and update a bidders list to assist in the overall annual goal DBE goal setting process.

Firm Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_

Contact  
Person: \_\_\_\_\_ Years in Business: \_\_\_\_\_

Is the firm currently certified under the new regulations (49 CFR Part 26)? \_\_\_YES \_\_\_NO

Type of work, services, or materials provided by firm: \_\_\_\_\_

\_\_\_\_\_

What were the firm's Gross Annual receipts for last year?

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

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

**CITY OF LAGUNA BEACH**

**ROCKLEDGE SEWER SYSTEM IMPROVEMENTS PROJECT  
ACKNOWLEDGEMENT OF WATER QUALITY REQUIREMENTS**

I, \_\_\_\_\_, am the authorized representative of the licensed contractor \_\_\_\_\_, and I hereby certify as follows:

1. I am aware of and familiar with the provisions of Chapter 16.01 of the Laguna Beach Municipal Code (the Water Quality Control Ordinance).
2. I understand that the Water Quality Control Ordinance prohibits the discharge, either directly or indirectly, of construction materials (including but not limited to concrete, paint, solvents, petroleum products, and related hydrocarbons, plastic, wood or metal products or shavings, sawdust, and trash) into the City’s storm drain system.
3. I will take steps to insure that all contractors, subcontractors, workers and other persons hired by me or under my control or supervision with regard to Rockledge Sewer System Improvements Project construction activities are aware of and familiar with the provisions of the Water Quality Control Ordinance.
4. In the performance of the construction activities for Rockledge Sewer System Improvements Project neither I nor any other contractor, subcontractor, worker, or other person hired by me or under my control or supervision will cause or allow any prohibited discharge of construction materials as described in Paragraph 2 above.
5. I understand that a prohibited discharge in violation of the Water Quality Control Ordinance may subject me and/or other persons to administrative, civil, and/or criminal enforcement proceedings and penalties as set forth in the Ordinance.

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Bidder’s Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type of Organization  
(Individual, Corporation, or Co-Partnership)

List below names of President, Secretary, Treasurer, and Manager if a corporation, and names of all co-partners if a co-partnership.

## **SECTION C - GENERAL PROVISIONS**

## GENERAL PROVISIONS

1. STANDARD PLANS AND SPECIFICATIONS. Except as noted herein, or on the project plans, all work shall be performed in accordance with the most recent edition of STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK) and STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION - as amended to include any and all supplements.
2. CONTRACTOR'S LICENSES. The contractor shall be licensed in accordance with Chapter 9, Division 3, of the California Business and Profession Code. In accordance with California Public Resources Code, Section 7059 (b), the City requires that the Bidder be licensed in one of the following disciplines:

### Class A Contractor License

Prior to the first progress payment to Contractor, the Registrar of Contractors must verify to the City that records of the Contractors' State license Board show that Contractor is licensed at the time of award of contract. In accordance with the California Public Contract Code Section 20103.5, any contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board.

The Contractor shall also obtain a valid Business License, issued by the City of Laguna Beach, prior to commencing work.

3. BEGINNING AND COMPLETION OF WORK. The contractor shall begin work within **fifteen (15)** working days after the date of mailing of the Notice to Proceed (the notice will be faxed to the contractor), and shall complete the work within **SIXTY (60)** working days from the date of start of work. When the Contractor is delinquent on any submittal that is required before the start of work, such as but not limited to, construction schedule, traffic control plan, etc., the Notice to Proceed will be issued with conditions to comply with all the requirements before the start of work. Any such delay in submittals will cause Contractor to lose those days from the specified time of completion after the issuance of Notice to Proceed.
4. LIQUIDATED DAMAGES. Section 6-9 of the Standard Specifications shall be modified to provide for **One Thousand Five Hundred Dollars (\$1,500.00)** per working day for liquidated damages.
5. WORKING HOURS. The working hours shall be limited to the hours of **8:00 a.m. to 5:00 p.m.**, Monday through Friday. The special provisions may include additional limitations.
6. AWARD OF CONTRACT. The award of contract, if awarded, will be to the lowest responsible bidder whose proposal complies with all requirements of the Notice Inviting Bids and these General Provisions. The City, however, reserves the right to reject any or all such bids, and to waive any informality in the bids. No bidder may withdraw its bid

for a period of sixty (60) calendar days after the time set for opening thereof. However,

the City will return the proposal guarantees, except any guarantees, which have been forfeited, and except bidder's bonds, to the respective bidders whose bids were not accepted, within ten (10) days after the award of the contract or rejection of all bids.

7. EXECUTION OF CONTRACT. The contract shall be signed by the successful bidder and returned to the City, including insurance certificates with endorsements and the contract bonds as specified in Section 2-4 of the Standard Specifications, as amended herein, within ten (10) working days from the date of mailing of an award notice to Bidder, from the City. The form of contract agreement to be executed by the contractor will be supplied by the Water Quality Department of the City. No proposal shall be considered binding upon the City until the execution of the contract by the City.
8. CONTRACT BONDS. The bonds shall name as principal the Bidder only. Bonds, which name any additional entity other than the Bidder as principal, may be deemed non-conforming. Bonds shall be of the form attached to Section D and secured from a surety company duly authorized to issue such bonds in the State of California. The Labor and Materials Payment Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion.
9. INSURANCE. The contractor must provide written confirmation naming the City as additional insured under contractor's insurance policies, as well as providing certificates acceptable to the City evidencing amounts of insurance coverage held, general liability coverage, per occurrence, **\$2,000,000**, and **\$3,000,000** aggregate, shall be provided. Such policies shall remain in force and effect for one year after completion of, and City's acceptance of the work performed pursuant to the contract.

The following endorsements must be indicated on the insurance certificate:

- a) The City of Laguna Beach, its elective and appointive boards, officers, agents and employees are named as additional insured in the policy as to the work being performed under the contract;
- b) The coverage is primary and no other insurance carried by the City of Laguna Beach will be called upon to contribute to a loss under this coverage;
- c) The policy covers blanket contractual liability;
- d) The policy limits of liability are provided on occurrences basis;
- e) The policy covers broad form property damage liability;
- f) The policy covers personal injury, as well as bodily injury liability;
- g) The policy covers explosion, collapse and underground hazards;
- h) The policy covers products and completed operations;
- i) The policy covers use of non-owner automobiles; and
- j) The coverage shall not be cancelled nor materially altered unless thirty (30) days written notice is first given to the City of Laguna Beach.

Prior to execution of contract, Contractor shall provide City with insurance certificate(s) evidencing the insurance described above by companies rated Grade A or better and Class VII or better by the latest edition of Best's Key Rating Guide and shall attach appropriate endorsements. For Worker's Compensation insurance, Grade B+ or better and Class VII or better is acceptable.

Contractor shall provide to the City, within ten working days after the date of notice of award of contract, the aforementioned insurance certificate(s) with endorsements, which

must meet the requirements of the specifications and comply with the contract documents. Failure to comply with this requirement will result in annulment of the award, forfeiture of the proposal guarantee and City will pursue award to the next qualified responsive bidder. Contractor is advised that insurance certificate requirements are non-negotiable and City will not consider waiving insurance requirements. There are no exceptions.

10. GUARANTEE. The contractor and its supplier shall guarantee for a period of two (2) years after recordation of the Notice of Completion, all materials, and all workmanship against any defects whatsoever. Any such defects shall be repaired at the contractor's expense. See Special Provisions for additional warranties on some items.
11. WATER. The contractor shall make its own provisions for obtaining and applying water necessary to perform its own work. The water supply to the area is provided by the Laguna Beach County Water District (949) 494-1041.
12. AS-BUILT PLANS AND SPECIFICATIONS. The contractor shall maintain a control set of Plans and Specifications on the project site at all times. The Contractor shall update the control set at the end of each working day, as directed by the Engineer. The control set of plans shall be delivered to the City upon completion of the work.
13. SHOP DRAWINGS. The contractor shall furnish complete assembly, layout and setting drawings for each item of material to be fabricated or manufactured to specifically fit or otherwise meet the requirements of these General Provisions, Project Plans and Special Provisions. Shop drawings shall be in accordance with Section 2-5.3 of the Standard Specifications.
14. RECYCLED MATERIALS. The Contractor is required to salvage, recycle and dispose of all construction waste and shall properly document in writing to the City the amounts and types of all construction waste salvaged, recycled and disposed, all in compliance with Public Contract Code, Chapter 4, Section 12169 and Section 12213.

The Contractor shall coordinate the removal from the site of all structures, foundations, paving, vegetation, and any associated debris from the site to a legal refuse disposal site other than landfill. Those materials that can be salvaged, reused, or recycled may be retained or sold by the Contractor. All remaining materials for disposal must be taken to Sunset Material Recovery Facility (MRF) at 16182 Construction Circle West in Irvine for recycling and diversion of waste from a landfill. The Contractor shall be responsible for all processing and disposal fees. The Contractor is required to submit a report to the Engineer detailing the types and weights (in tons) of waste generated at the site, type and quantity salvaged reused or recycled by the Contractor, and the quantity hauled to MRF. A sample form is included in Section F of these specifications. This report is required prior to final payment for all work performed in accordance with this contract.

Payment for disposal of construction debris shall be considered included in the contract unit prices paid for other items of work and shall be considered incidental for accomplishing this work, as specified herein and no additional compensation will be allowed therefore.

15. EXTRA WORK – BASIS FOR ESTABLISHING COSTS – TOOL & EQUIPMENT RENTAL. In Section 3-3.2.2(c) of the Standard Specifications, delete the second paragraph and replace with the following: Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed those listed in the current edition of Caltrans' Labor Surcharge & Equipment Rental Rates, available on the Internet at <http://www.dot.ca.gov/hq/construc/>. The hourly rate allowed shall be calculated by dividing the listed weekly rental rate by 40 and adding the estimated operating cost per hour (if listed). The listed monthly, daily, and hourly rates, rate adjustment tables, and regional adjustment maps shall not be utilized. Standby rates shall be the calculated hourly rate, less the estimated operating cost per hour. If the equipment is not listed, the rate allowed shall be that calculated for a comparable item.
16. EXTRA WORK – BASIS FOR ESTABLISHING COSTS – LABOR. In Section 3-2.2(a), add the following: The reasonable allowance for overhead and profit, including home office overhead, shall be 20% for labor, and 15% for all other materials, equipment rental, and other items and expenditures.
17. EXTRA WORK – MARKUP – WORK BY SUBCONTRACTOR. In Section 3-3.2.3(b) of the Standard Specifications, add the following: The Contractor's reasonable allowance for overhead and profit, including home office overhead, shall be 10% of the first \$5,000 of the subcontracted work, and 5% of the subcontracted work in excess of \$5,000. The cost of all subcontracted extra work shall be combined for the purpose of determining the Contractor's allowance for overhead and profit; except that costs for each subcontractor engaged solely to perform extra work shall be considered separately from all other subcontracted extra work.
18. INDEMNITY: The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, employees, agents and representatives from and against any and all claims or fines by other government agencies including attorneys' fees and reasonable litigation expenses, for causes of action of loss, violation of any law or administrative regulation, damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent or willful acts or omissions of the contractor, or its officers, employees, agents, representatives or subcontractors in connection with or arising out of the performance of the work pursuant to the contract.
19. TRENCH EXCAVATION; PLAN FOR PROTECTION FROM CAVING: In accordance with Section 6705 of the Labor Code, the successful bidder shall submit a detailed plan for approval by the Engineer, showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches in excess of five feet in depth. If such plan varies from the shoring system standards, than it shall be prepared by a registered civil or structural engineer.
20. PAYROLL RECORDS: Contractor shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection

with the work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor pursuant to the provisions of Section 1776 of the Labor Code. Each week, the Contractor must submit certified payroll records for the prime and all subcontractors working on the job, to the Engineer. Progress payments will be withheld pending receipt of any outstanding records.

21. CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK: The Contractor's proposed construction schedule shall be submitted to the Engineer within ten (10) working days after the date of notice of award of contract. The schedule shall be supported by written statements from each supplier for materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

Prior to issuing the Notice To Proceed, the Engineer will schedule a pre-construction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic progress reports to the Engineer by the tenth day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports. A detailed invoice shall be submitted with each request for progress payment. Invoices shall contain all information shown on the example provided in Section F.

22. IRREGULAR PROPOSALS: Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed Proposal Forms shall be without interlineations, alteration, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

23. PROJECT SITE MAINTENANCE - CLEANUP AND DUST CONTROL: In Section 7-8.1 of the Standard Specifications, add the following: This work shall consist of furnishing and applying water as required and as may be directed by the Engineer to control dust which is the result of the Contractor's operations. Also, this work shall consist of sweeping dirt and dust from streets and/or sidewalks adjacent to the project if said dirt and/or dust is a result of the Contractor's operations. The Contractor shall clean adjacent streets by power brooming any excavated or removed material, which may have been spilled, tracked, or blown onto adjacent streets or areas. Payment for cleanup and dust control shall be considered included in the contract unit prices paid for other items of work and shall be considered incidental for accomplishing this work, as specified herein and no additional compensation will be allowed therefore.

24. PROJECT SITE MAINTENANCE – WATER POLLUTION CONTROL: In Section 7-8.6 of the Standard Specifications, add the following: "Water Pollution" shall mean an alteration of the quality of waters by fuels, oils, and other harmful materials, to a degree which adversely affects such waters for beneficial uses, or facilities which serve such beneficial uses. "Beneficial uses" shall include, but not necessarily be limited to, domestic,

municipal, agricultural, and industrial supply power generation, recreation, aesthetics enjoyment, navigation, and preservation and enhancement of fish, wildlife and other aquatic resources or preserves.

Where required, permits for erosion and water pollution control shall be obtained from the appropriate jurisdictional agency before the start of construction. Such features as drainage, gutters, slope protection blankets, and retention basins shall be constructed concurrently with other work and at the earliest practicable time. Care shall be exercised to preserve vegetation beyond the limits of construction.

The Contractor shall also conform to the following provisions with respect to water pollution control:

- 1) Oily or greasy substances originating from the Contractor's operations shall not be allowed to enter the ground water or be placed where they will later enter a live stream, channel, drain, or other water conveyance facility.
- 2) Fresh Portland cement or fresh Portland cement concrete shall not be allowed to enter the flowing water in streams, channels or storm drains.
- 3) After the completion of the Work, the Work site shall be cleared of debris and restored to a condition equal to or better than that existing prior to construction.

Should the Contractor violate any of the provisions of the subsection, or if pollution occurs in the work area for any reason, the Contractor shall immediately notify the Engineer, and shall, within 3 working days, submit written confirmation describing the incident and corrective actions which he has taken. If pollution, for whatever reason, is detected by the Engineer prior to notification by the Contractor, the required written confirmation shall also include any explanation of why the Contractor had not notified the Engineer.

The City may institute any further corrective actions as deemed necessary for abatement of water pollution if the Contractor has violated any of the above noted provisions. The Contractor shall be responsible for all costs incurred in the corrective actions. Failure to comply with the requirements of this Section may result in the suspension of work per Section 6-3 of the Standard Specifications. Payment for water pollution control shall be considered included in the contract unit prices paid for other items of work and shall be considered incidental for accomplishing this work, as specified herein and no additional compensation will be allowed therefore.

Prior to the start of any work, the Contractor shall execute an Acknowledgement of Water Quality Requirements, for the project, on the City's standard form as provided in Section B. This form certifies that the Contractor will abide by all local, state, and federal requirements.

25. REGULATORY FINES: The following shall be added to Section 5-2 of the Standard Specifications: The Contractor shall be responsible for any damages the City may incur as a result of any sewage spills or illicit discharges to the City's storm drain system or any receiving waters, resulting from the Contractor's operations, including any associated regulatory fines.

26. **UNFAIR BUSINESS CLAIMS:** In entering into this Contract, the Contractor or subcontractor to supply goods, services or materials pursuant to this Contract offers and agrees to assign to the City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professional Code), arising from purchases of goods, services or materials pursuant to the Contract or subcontracts. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.
27. **FEDERAL REQUIREMENTS:** This project will be financed in part with federal funds. The successful Contractor shall comply with all Federal Requirements as included in the bid proposal and the following provisions.

### **FEDERAL LOBBYING RESTRICTIONS**

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

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

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

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

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

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business Enterprise (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto;
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company;
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  1. The bidder will meet the goal by performing work with its own forces.
  2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
  3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions;
- E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work;
- F. DBEs must be certified either by the California Department of Transportation, or by a participating agency which certifies in conformance with Title 49, Code of Federal Regulations, Part 26, as of the date of bid opening. It is the Contractor's responsibility to verify that DBEs are certified. Listings of certified DBEs are available from the following sources:
  1. The Department's DBE Directory; published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch,

Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815,  
Telephone: (916) 445-3520;

2. The Department's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 227-8937 and obtaining a user identification and password;
3. The Department's web site at <http://www.dot.ca.gov/hq/bep/index.htm>;

G. Credit for materials or supplies purchased from DBEs will be as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
2. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph G.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph G.2.
3. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

H. Credit for DBE trucking companies will be as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal;

2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract;
  3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks its owns, insures, and operates using drivers it employs;
  4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;
  5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE;
  6. For the purposes of this paragraph H, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- I. Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract;
  - J. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

It is the policy of the City/County that disadvantaged business enterprises (DBEs), as defined in Part 26, Title 49 CFR, shall be encouraged to participate in the performance of contracts financed in whole or in part with Federal Funds. The Contractor should ensure that DBEs, as defined in Part 26, Title 49 CFR, have the opportunity to participate in the performance of this contract and shall take all necessary and reasonable steps, as set forth in Part 26, Title 49 CFR, for this assurance. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this contract or other remedy the City/County may deem appropriate.

Bidders shall be fully informed respecting the requirements of the Regulations and are urged to obtain DBE participation in this project, although there is no specific goal for DBE participation.

Caltrans has engaged the services of a contractor to provide supportive services to contractors and subcontractors to assist in obtaining DBE participation on federally funded construction projects. Bidders and potential subcontractors should check the Caltrans website at <http://www.dot.ca.gov/hq/bep> to verify the current availability of this service.

## **DBE GOAL FOR THIS PROJECT**

The City/County has established the following goal for Disadvantaged Business Enterprise (DBE)

participation for this project:

Disadvantaged Business Enterprise (DBE): 9 percent

Caltrans has engaged the services of a contractor to provide supportive services to contractors and subcontractors to assist in obtaining DBE participation on federally funded construction projects. Bidders and potential subcontractors should check the Caltrans website at <http://www.dot.ca.gov/hq/bep> to verify the current availability of this service.

## **SUBMISSION OF DBE INFORMATION**

The required DBE information shall be submitted on the "LOCAL AGENCY BIDDER - DBE INFORMATION" form included in the Proposal. If the DBE information is not submitted with the bid, the DBE Information form shall be removed from the documents prior to submitting the bid.

It is the bidder's responsibility to make enough work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made adequate good faith efforts to do so.

If DBE information is not submitted with the bid, the apparent successful bidder (low bidder), the second low bidder and the third low bidder shall submit DBE information to the City of Laguna Beach address so the information is received by the City of Laguna Beach no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening. DBE information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal nonresponsive. Other bidders need not submit DBE information unless requested to do so by the City of Laguna Beach.

The bidder's DBE information shall establish that good faith efforts to meet the DBE goal have been made. To establish good faith efforts, the bidder shall demonstrate that the goal will be met or that, prior to bidding, adequate good faith efforts to meet the goal were made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their adequate good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the City/County, in its review, finds that the goal has not been met.

The bidder's DBE information shall include the names, addresses, and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, the dollar value of each DBE transaction, and a written confirmation from the DBE that it is participating in the contract. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of

that work. The work that a DBE prime contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal.

The information necessary to establish the bidder's adequate good faith efforts to meet the DBE goal should include:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder.
- 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.
- 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 meet the DBE goal was made available to DBE firms.
- D. The names, addresses and phone numbers of rejected DBE firms, the firms selected for that work, and the reasons for the bidder's choice.
- 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 contacted to provide assistance in contacting, recruiting, and using DBE firms.
- H. Any additional data to support a demonstration of good faith efforts.

## **AWARD AND EXECUTION OF CONTRACT**

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

(Use the following paragraph if DBE goals are specified)

The award of the contract, if it were awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the City/County, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating to the satisfaction of the City/County, adequate good faith efforts to do so is a condition for being eligible for award of contract.

## **BUY AMERICA REQUIREMENTS**

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991

(ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

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

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

## **SUBCONTRACTOR AND DBE RECORDS**

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

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

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Section 2-1.02.

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

### **DBE CERTIFICATION STATUS**

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

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

### **PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS**

The DBEs listed by the Contractor in response to the provisions in Section 2-1.02B, "Submission of DBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the City/County to be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

- A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- B. The listed DBE becomes bankrupt or insolvent.
- C. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
- D. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- F. It would be in the best interest of the City/County.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

**PROMPT PAYMENT**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the City of Laguna Beach. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Laguna Beach. This clause applies to both DBE and non-DBE subcontractors.

The prime contractor agrees further to release retention payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Laguna Beach. This clause applies to both DBE and non-DBE subcontractors.

It is the responsibility of the prime contractor to provide evidence of all subcontractor payments in accordance with the above stated Prompt Payment Provisions. The prime contractor shall maintain all relevant records and provide access to such at the request of the City of Laguna Beach.

The City of Laguna Beach will conduct periodic reviews to ensure full compliance.

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

**GENERAL.**—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

**PERFORMANCE OF PREVIOUS CONTRACT.**—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

**NON-COLLUSION PROVISION.**—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

**PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.**—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture \_\_\_\_\_  
\_\_\_\_\_

2. Address of joint venture \_\_\_\_\_  
\_\_\_\_\_

3. Phone number of joint venture \_\_\_\_\_  
\_\_\_\_\_

4. Identify the firms, which comprise the joint venture. (The MBE partner must complete Schedule A.) \_\_\_\_\_  
\_\_\_\_\_

a. Describe the role of the MBE firm in the joint venture.  
\_\_\_\_\_  
\_\_\_\_\_

b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: \_\_\_\_\_  
\_\_\_\_\_

5. Nature of the joint venture's business \_\_\_\_\_  
\_\_\_\_\_

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? \_\_\_\_\_  
\_\_\_\_\_

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions \_\_\_\_\_  
\_\_\_\_\_

b. Management decisions, such as:

1. Estimating \_\_\_\_\_  
\_\_\_\_\_

2. Marketing and sales \_\_\_\_\_  
\_\_\_\_\_

3. Hiring and firing of management personnel \_\_\_\_\_  
\_\_\_\_\_

4. Purchasing of major items or supplies \_\_\_\_\_  
\_\_\_\_\_

c. Supervision of field operations \_\_\_\_\_  
\_\_\_\_\_

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

**Affidavit**

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Revised 3-95  
08-07-95

|              |              |
|--------------|--------------|
| .....        | .....        |
| Name of Firm | Name of Firm |
| .....        | .....        |
| Signature    | Signature    |
| .....        | .....        |
| Name         | Name         |
| .....        | .....        |
| Title        | Title        |
| .....        | .....        |
| Date         | Date         |

Date \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_  
Commission expires \_\_\_\_\_

[Seal]  
Date \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_  
Commission expires \_\_\_\_\_

[Seal]

ATTACHMENT 3  
**REQUIRED CONTRACT PROVISIONS**  
**FEDERAL-AID CONSTRUCTION CONTRACTS**

(Exclusive of Appalachian Contracts)

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**ATTACHMENTS**

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. 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.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the

procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.

**6. Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

**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, and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American 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 State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his 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, preapprenticeship, and/or on-the-job training."*

**2. EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively

administering and promoting an active contractor program of EEO 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 minority group employees.

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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer

minority group applicants for employment. Information and procedures with regard to referring minority group 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 his 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 his avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best 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 SHA 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 minority and women 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 minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SHA.

**8. 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.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. 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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

(1) The number 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;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA 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. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### **IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

##### **1. General:**

a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

b. 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.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

##### **2. Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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. Said 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.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

##### **3. Payment of Fringe Benefits:**

a. 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 or subcontractors, as appropriate, shall either pay the benefit

as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.

#### **4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

##### **a. Apprentices:**

(1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

##### **b. Trainees:**

(1) 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 DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

### **5. 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.

### **6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor 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, as 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 SHA contracting officer 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.

### **7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

### **8. Violation:**

**Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

### **9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

## **V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### **1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### **2. Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially reposable, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such 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 the Regulations, 29 CFR 3;

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

e. 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 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

## **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

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 State. 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).

a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.

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 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 VII 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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

### VIII. SAFETY: ACCIDENT PREVENTION

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 SHA 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. 333).

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. 333).

### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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,

the following notice 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:

#### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

*"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the 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 not more than \$10,000 or imprisoned not more than 5 years or both."*

### X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized

for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

### **1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary 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 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary 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," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary 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 primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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.

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.

\* \* \* \* \*

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-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;

c. 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 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary 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 Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

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," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the

Nonprocurement List.

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 Covered Transactions**

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 participation in this transaction 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.

\* \* \* \* \*

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(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.

civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

**FEDERAL-AID FEMALE AND MINORITY GOALS**

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women  
(applies nationwide).....(percent) ..... 6.9

The following are goals for minority utilization:

**CALIFORNIA ECONOMIC AREA**

|   | Goal<br>(Percent) |
|---|-------------------|
| 174 Redding, CA:                        |                   |
| Non-SMSA Counties .....                 | 6.8               |
| CA Lassen; CA Modoc;                    |                   |
| CA Plumas; CA Shasta;                   |                   |
| CA Siskiyou; CA Tehama.                 |                   |
| 175 Eureka, CA:                         |                   |
| Non-SMSA Counties .....                 | 6.6               |
| CA Del Norte; CA Humboldt;              |                   |
| CA Trinity.                             |                   |
| 176 San Francisco-Oakland-San Jose, CA: |                   |
| SMSA Counties:                          |                   |
| 7120 Salinas-Seaside-                   |                   |
| Monterey, CA.....                       | 28.9              |
| 7360 San Francisco-Oakland, CA.....     | 25.6              |
| CA Alameda; CA Contra Costa;            |                   |
| CA Marin; CA San Francisco;             |                   |
| CA San Mateo.                           |                   |
| 7400 San Jose, CA.....                  | 19.6              |
| CA Santa Clara.                         |                   |
| 7485 Santa Cruz, CA.....                | 14.9              |
| CA Santa Cruz.                          |                   |
| 7500 Santa Rosa, CA.....                | 9.1               |
| CA Sonoma.                              |                   |
| 8720 Vallejo-Fairfield- Napa, CA .....  | 17.1              |
| CA Napa; CA Solano                      |                   |
| Non-SMSA Counties .....                 | 23.2              |
| CA Lake; CA Mendocino;                  |                   |
| CA San Benito.                          |                   |

|                               |      |
|-------------------------------|------|
| 177 Sacramento, CA:           |      |
| SMSA Counties:                |      |
| 6920 Sacramento, CA.....      | 16.1 |
| CA Placer; CA Sacramento;     |      |
| CA Yolo.                      |      |
| Non-SMSA Counties.....        | 14.3 |
| CA Butte; CA Colusa;          |      |
| CA El Dorado; CA Glenn;       |      |
| CA Nevada; CA Sierra;         |      |
| CA Sutter; CA Yuba.           |      |
| 178 Stockton-Modesto, CA:     |      |
| SMSA Counties:                |      |
| 5170 Modesto, CA .....        | 12.3 |
| CA Stanislaus.                |      |
| 8120 Stockton, CA .....       | 24.3 |
| CA San Joaquin.               |      |
| Non-SMSA Counties.....        | 19.8 |
| CA Alpine; CA Amador;         |      |
| CA Calaveras; CA Mariposa;    |      |
| CA Merced; CA Tuolumne.       |      |
| 179 Fresno-Bakersfield, CA:   |      |
| SMSA Counties:                |      |
| 0680 Bakersfield, CA.....     | 19.1 |
| CA Kern.                      |      |
| 2840 Fresno, CA.....          | 26.1 |
| CA Fresno.                    |      |
| Non-SMSA Counties.....        | 23.6 |
| CA Kings; CA Madera;          |      |
| CA Tulare.                    |      |
| 180 Los Angeles, CA:          |      |
| SMSA Counties:                |      |
| 0360 Anaheim-Santa Ana-Garden |      |
| Grove, CA.....                | 11.9 |
| CA Orange.                    |      |
| 4480 Los Angeles-Long         |      |
| Beach, CA .....               | 28.3 |
| CA Los Angeles.               |      |
| 6000 Oxnard-Simi Valley-      |      |
| Ventura, CA .....             | 21.5 |
| CA Ventura.                   |      |

|   |      |
|---|------|
| 6780 Riverside-San Bernardino-<br>Ontario, CA.....  | 19.0 |
| CA Riverside;<br>CA San Bernardino.                 |      |
| 7480 Santa Barbara-Santa Maria-<br>Lompoc, CA ..... | 19.7 |
| CA Santa Barbara.                                   |      |
| Non-SMSA Counties .....                             | 24.6 |
| CA Inyo; CA Mono;<br>CA San Luis Obispo.            |      |
| 181 San Diego, CA:                                  |      |
| SMSA Counties                                       |      |
| 7320 San Diego, CA .....                            | 16.9 |
| CA San Diego.                                       |      |
| Non-SMSA Counties .....                             | 18.2 |
| CA Imperial.  |      |

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

**SECTION D - SAMPLE CONTRACT, SAMPLE BONDS  
AND SAMPLE CERTIFICATE OF INSURANCE**

**CONSTRUCTION CONTRACT**

**FOR**

**CONSTRUCTION OF**

**ROCKLEDGE SEWER SYSTEM IMPROVEMENTS PROJECT**

**CITY OF LAGUNA BEACH**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between CITY OF LAGUNA BEACH, a municipal corporation of the State of California, hereinafter referred to as "CITY" and \_\_\_\_\_, Contractor's License No. \_\_\_\_\_, hereinafter referred to as "CONTRACTOR",

WITNESSETH:

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

1. The complete contract includes all of the contract documents, which are incorporated herein by this reference, to wit: Notice Inviting Bids, Bid Form and Proposal to the City of Laguna Beach, General Provisions, Special Provisions, Drawings, Plans, Performance Bond, Labor and Material Bond, Certificate of Insurance, this Agreement and all modifications and amendments thereto. The contract documents are complementary, and that which is required by one shall be as binding as if required by all.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvements: **ROCKLEDGE SEWER SYSTEM IMPROVEMENTS PROJECT**-, all in accordance with bidder's proposal dated \_\_\_\_\_.

CONTRACTOR agrees to perform all the said work and furnish all the said materials at his own cost and expense, such as are set forth in the specifications to be furnished by the CITY, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City Engineer of the CITY, the work hereinafter set forth in accordance with the plans and the specifications therefore adopted by the CITY and as prepared by the following: \_\_\_\_\_.

In compliance with Public Contracts Code, Chapter 4, Section 12169, and Section 12213, CITY requires the CONTRACTOR to provide, prior to final payment by CITY, a certification in writing of the minimum, or the exact, percentage of recycled content in the products used in the performance of the work of improvement.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this

work of improvement above agreed to be performed, the stipulated sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the specifications and other contract documents.

CONTRACTOR acknowledges and agrees that if this Contract involves a project specified in Section 9203 of the California Public Contract Code with a Contract price that exceeds five thousand dollars (\$5,000), City will withhold ten percent (10%) of the Contract price until the Notice of Completion is issued and recorded.

4. CONTRACTOR agrees to commence construction of the work provided for herein within \_\_\_\_\_ ( ) working days after the date of Notice to Proceed, and to continue in a diligent and workmanlike manner without interruption, and to complete the construction thereof within \_\_\_\_\_ ( ) consecutive working days from and after the date of Notice to Proceed.

5. Time is of the essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage, which the CITY will sustain by reason of any delay in the performance of this Agreement. It is agreed therefore, that CONTRACTOR will pay as liquidated damages to the CITY the following sum: **One Thousand Five Hundred Dollars (\$ 1,500 .00)** for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. CONTRACTOR will pay, and will require all subcontractors to pay, all employees on said work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, a copy of which is on file in the Water Quality office. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8.

7. CONTRACTOR will forfeit to the CITY, as a penalty, Twenty-Five Dollars (\$25.00) for each calendar day or portion thereof for each workman paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

8. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work and not more than forty (40) hours constitute any one calendar week, and the CONTRACTOR will not require more than eight (8) hours of labor in a day or more than forty from any person employed by him hereunder, except as provided in the Labor Code of the State of California. CONTRACTOR will conform to Article 3, Chapter 1, Part 7 (Sections 1810, et.

seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR will forfeit to the CITY as a penalty the sum of Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day or calendar week during which any worker is required or permitted to labor more than eight (8) and forty (40) hours, respectively, in violation of said article.

9. CONTRACTOR, by executing this Agreement, hereby certifies:  
"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workman's' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

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

10. CONTRACTOR will, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY.

11. If any action or arbitration is filed by either party to enforce or determine rights under this Agreement or any other Contract document, the prevailing party shall be entitled to recover its reasonable attorneys' fees in addition to any other relief stated by the Court or arbitrator.

12. CONTRACTOR certifies that each and every one of its employees, and every employee of its subcontractors, is not "ineligible" as the term is defined in Labor Code section 1777.1.

13. In entering into this Contract, the CONTRACTOR or subcontractor to supply goods, services or materials pursuant to this Contract offers and agrees to assign to the City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professional Code), arising from purchases of goods, services or materials pursuant to the Contract or subcontracts. This assignment shall be made and become effective at the time the CITY tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

14. CONTRACTOR acknowledges and agrees that if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, then the provisions of Labor Code Section 1777.5 govern this Contract. It shall be CONTRACTOR'S responsibility to become fully acquainted and ensure compliance with Labor Code Section 1777.5 for all apprenticable occupations.

15. CONTRACTOR acknowledges the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family

support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. CONTRACTOR further acknowledges that, to the best of its knowledge, it has fully complied with the earnings assignment order of all employees and has provided the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

IN WITNESS WHEREOF, the said Contractor, the City Manager, and City Clerk of the City have executed this Agreement pursuant to the City Council action of the day and year first above written.

By \_\_\_\_\_

Title \_\_\_\_\_

CITY OF LAGUNA BEACH - A Municipal Corporation

\_\_\_\_\_  
City Manager - City of Laguna Beach

-----

CORPORATE CERTIFICATE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as CONTRACTOR in the foregoing Contract; that \_\_\_\_\_, who signed said Contract on behalf of the CONTRACTOR was then the \_\_\_\_\_ of said corporation; and that said Contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_

(Corporate Seal)

**FAITHFUL PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That

WHEREAS, the City Council of the CITY OF LAGUNA BEACH, has awarded to \_\_\_\_\_, hereinafter designed as "Principal," a contract for **ROCKLEDGE SEWER SYSTEM IMPROVEMENTS PROJECT**, in the City of Laguna Beach, in accordance with the plans and specifications and other contract documents therefor; and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, the Principal, and \_\_\_\_\_, organized and doing business under and by virtue of the laws of the State of \_\_\_\_\_, and licensed to transact surety business in the State of California, as Surety, are held and firmly bound unto the CITY OF LAGUNA BEACH, hereinafter called the "Obligee," in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United State of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-bounden Principal, its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in said Contract, and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers and agents, as therein stipulated, this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue. And, the 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 work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does thereby waive notice of any such change, extension of time, alternation or addition to the terms of the Contract, or to the work or to the specifications, and said Surety agrees that in case suit is brought on this bond, Surety will pay City reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

(Surety Seal)

ADDRESS & TELEPHONE NUMBER  
OF LOCAL BOND COMPANY

REPRESENTATIVE:

\_\_\_\_\_  
(Address - Local Representative)

\_\_\_\_\_  
(Tel. Number - Local Representative)

PRINCIPAL

(Principal Seal)

\_\_\_\_\_

(Attach Acknowledgments for  
Surety and Principal)

By \_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

## LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

WHEREAS, the City Council of the CITY OF LAGUNA BEACH has awarded to \_\_\_\_\_, hereinafter designed as "Principal," a Contract for **ROCKLEDGE SEWER SYSTEM IMPROVEMENTS PROJECT**, in the City of Laguna Beach, in accordance with the plans and specifications, and other contract documents therefor; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract providing that if said Principal or any of its subcontractors shall fail to pay for any materials, provisions, provender or other supplies, or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act, the Surety on this bond will pay the same to the extent hereinafter set forth;

NOW, THEREFORE, we, the Principal, and \_\_\_\_\_, organized and doing business under and by virtue of the laws of the State of \_\_\_\_\_, and licensed to transact business in the State of California, as Surety, are held and firmly bound unto the CITY OF LAGUNA BEACH in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that **if** said Principal, its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act as required by the provisions of Sections 4200-4208, inclusive, of the Government Code, **then** said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the Court, awarded and taxed as in the above-mentioned statute provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 1192.1 of the California Code of Civil Procedure, so as to give a right to action to them or their assigns in any suit brought upon this bond, and the 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 the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the Contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall, for all purposes, be deemed an original thereof, have been duly executed by the Principal and Surety above named on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

(Surety Seal)

ADDRESS & TELEPHONE NUMBER  
OF LOCAL BOND COMPANY

REPRESENTATIVE:

\_\_\_\_\_  
(Address - Local Representative)

\_\_\_\_\_  
(Tel. Number - Local Representative)

PRINCIPAL

(Principal Seal)

\_\_\_\_\_  
By \_\_\_\_\_

(Attach Acknowledgments for  
Surety and Principal)

\_\_\_\_\_  
Attorney-in-Fact

**SAMPLE CERTIFICATE OF INSURANCE AND ENDORSEMENT**

Description of Contract:

Type of Insurance: **General Liability, Automobile Liability,  
Excess Liability, Workers' Compensation**

THIS IS TO CERTIFY that the following numbered policies have been issued by the below-stated company in conformance with the limits and requirements as set forth in the General Provisions (Section "C").

**NOTE: CONTRACTOR MUST PROVIDE WRITTEN CONFIRMATION NAMING THE CITY AS ADDITIONAL INSURED UNDER CONTRACTOR'S INSURANCE POLICIES, AS WELL AS PROVIDING CERTIFICATES ACCEPTABLE TO THE CITY (ACCORD FORM OR SIMILAR) EVIDENCING AMOUNTS OF INSURANCE COVERAGE HELD.**

The insurance company is required to give at least **thirty (30) days written notice by registered mail to the City of Laguna Beach** prior to any **material change or cancellation of said policy or policies**. Said policies shall remain in force and effect for one year after completion of, and City's acceptance of the work performed pursuant to the contract.

| <u>TYPE</u>           | <u>EFFECTIVE POLICY NO'S.</u> | <u>EXPIRATION DATE</u> | <u>DATE</u> | <u>AMOUNT</u> |
|-----------------------|-------------------------------|------------------------|-------------|---------------|
| GENERAL LIABILITY     | _____                         | _____                  | _____       | _____         |
| AUTOMOBILE LIABILITY  | _____                         | _____                  | _____       | _____         |
| EXCESS LIABILITY      | _____                         | _____                  | _____       | _____         |
| WORKER'S COMPENSATION | _____                         | _____                  | _____       | _____         |

Note: **If Workers' Compensation Insurance is provided by a different agency, a form must be provided showing this coverage.**

ENDORSEMENT:

As additional insured under these policies, this insurance shall cover and apply to the **City of Laguna Beach and its representatives and consultants, and each of its officers, and agents, only while acting in their capacity as such, and only as respects operations of the original named insured, its**

**subcontractors, agents and employees in the performance of the above-referenced Contract; Provided, however, that if the loss or damage is ultimately determined to be the proximate result of the sole negligence of one or more of the aforesaid additional named insured, this insurance shall not apply.**

This endorsement shall not operate to increase the Company's total limits of liability hereunder. The insurance company hereby waives its rights of subrogation against the additional named insureds.

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
City and State

\_\_\_\_\_  
City and State

By \_\_\_\_\_  
Authorized Representative

Attach Acknowledgment

**ACCORD (OR SIMILAR) FORM AND ANY OTHER FORM EVIDENCING REQUIRED INSURANCE COVERAGE, SUCH AS FOR WORKERS COMPENSATION INSURANCE, MUST ALSO BE ATTACHED, AS INDICATED ABOVE.**

## **SECTION E**

### **TECHNICAL SPECIFICATIONS**

#### **1.1 GENERAL REQUIREMENTS**

All Conditions of the Contract apply to work of this Section.

#### **1.2 SCOPE OF WORK**

1.2.1 This work includes furnishing labor, materials, tools, equipment, transportation and services required for complete and satisfactory construction of:

### **ROCKLEDGE SEWER SYSTEM IMPROVEMENTS PROJECT**

#### **1.3 SPECIFICATIONS AND APPENDED DRAWINGS**

1.3.1 Improvement plans, including street and traffic control plans which form a part of the Contract Documents and which accompany these specifications, are included in the Appendices of the specifications.

1.3.2 Specifications which form a part of the Contract Documents consist of sections listed in the Table of Contents of these specifications.

1.3.3 Qualification of Standard Specifications: Wherever references are made in the Specifications to Standard Specifications or methods, reference shall be made to the Standard Specifications for Public Works Construction, Latest Edition, as amended.

#### **1.4 COORDINATION**

The Contractor shall coordinate the work of the various trades and crafts to avoid possible interferences, duplication of work, or unfinished gaps and conflicts between operations. The various trades and crafts shall agree that, due to field conditions, minor departures from the improvement plans are bound to occur, and that such departures are self compensation so far as cost of additions or deductions are concerned. No claims for extras or time extensions will be allowed in connection with such minor changes due solely to field conditions.

#### **1.5 CONSTRUCTION FORCE**

1.5.1 It shall be construed that each subcontract is an integral part of the General Contract and the Contractor shall provide and maintain, in full operation, at all times during the performance of the contract, a sufficient crew of laborers, mechanics, and foremen to execute the work with dispatch. All construction related efforts and operations shall be continuous and sustained.

1.5.2 By "Sufficient" is specifically meant a crew equal to the work of the various trades

required by all parts of the project - whether simultaneously or in the successive sequence of construction as soon as each is ready to be performed so that no delays on any portion of the project shall occur.

## **1.6 WORK TO BE DONE**

The work to be done pursuant to these specifications consist primarily to gravity and forced main sewer improvement in Rockledge Neighborhood from Pacific Coast Highway to its Southerly terminus, as well as the improvements to the existing lift station that serves the neighborhood.

A new 8” PVC gravity pipe will be installed in Rockledge Dr that serves the residences to the East of

the Roadway, extending through a 4.0’ wide easement and outleting to the lift station construction of new manholes, clean outs, and extension and reconnection of the existing laterals. The residences to the West of the Rockledge Dr are served via existing 6” CIP pipes that outlet to the pump house.

The portion that lies to the South of the pump house have recently been lined. Lining of the Northerly reach is included as part of this project.

There will also be a 4” PVC forced main sewer line installed that would extend from the lift station to a manhole at the intersection of Rockledge Dr and Pacific Coast Highway.

The improvements to the lift station include expansion of the existing lift station pump house, replacing the existing steel tank with a new fiber glass manhole tank and replacing the single pump with two new pumps.

A new 2” electrical conduit will be installed from the lift station to the electrical panel on Rockledge Dr along with a new electrical panel. The stairway and walkway within the 4’ wide easement will also be replaced.

## **1.7 SHORING**

“Contractor shall provide a trench protective system that complies with the provisions of Cal/OSHA Construction Safety Orders – Article 6, latest edition and, Section 306 of the Standard Specification. Selection of the type of protective system to be used shall be made by the Contractor”

Any costs associated with shoring shall be included in the price per foot for the installation of respective pipe. A copy of the Soil’s Report for reference purposes has been included in the Appendix.

## **1 BID ITEM NO. 1 - MOBILIZATION**

### **1.1 GENERAL**

Mobilization shall conform to the provisions of Sections 9-3.4 of the Standard Specifications.

The maximum price for this bid item **shall not exceed 5 percent** of the total contract price.

## 1.2 PAYMENT

Payment for **BID ITEM NO. 1 - MOBILIZATION** shall be at the contract lump sum bid price and shall be payable as follows for each payment upon approval of the Water Quality Director.

- a. Payment of up to 50 percent of the contract lump sum bid price for mobilization at the first progress payment.
- b. Payment to 75 percent of the contract lump sum bid price for mobilization when the monthly partial payment estimate of the total amount earned to date, not including the amount earned for mobilization, is 30 percent or more of the original contract amount.
- c. Payment to 100 percent of the contract lump sum bid price for mobilization when the monthly partial payment estimate of the total amount earned to date, not including the amount earned for mobilization, is 50 percent or more of the original contract amount.

## 2 **BID ITEM NO. 2 – TRAFFIC DETOUR - TRAFFIC CONTROL**

### 2.1 GENERAL

Contractor shall provide all traffic controls necessary to provide for the safe and expeditious movement of traffic, motorized and non-motorized (including pedestrian traffic), through the construction zones, as well as those necessary to provide for the safety of the work force performing the construction including two flagmen to direct traffic if deemed necessary by the Director of Water Quality.

Contractor shall provide adequate pedestrian and vehicular traffic controls for the duration of the work in accordance with the Contract Documents including Subsection 7-10 of the SSPWC, the Work Area Traffic Control Handbook (WATCH), Caltrans' Manual of Traffic Controls for Construction and Maintenance Work Zones (Chapter 5 of the Traffic Manual, hereafter "Manual of Traffic Controls"), and the City of Culver City.

The Contractor may obtain the Manual of Traffic Controls from Caltrans District 12, Orange County.

Provide 2 flagmen during the course of work and any temporary pavement necessary

for the safe and expeditious movement of traffic.

Any trench not backfilled during course of the day shall be plated securely overnight.

## 2.2 SIGNS

All excavations required for the purpose of installing traffic control signs, including construction area signs, shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are not utility facilities in the area of the proposed holes. Contractor shall notify Underground Service Alert - Southern California (USA) at 800/422-4133 at least 2 working days, but no more than 14 calendar days, prior to commencing any excavation for said signposts.

All signage conflicting with required traffic control signage shall be removed or suitably covered. Said signs shall be replaced unless designated for removal or relocation on the Plan.

This item shall include the temporary relocation of existing signs as necessary. Additionally, signs shall be posted directing pedestrians to the location of any relocated mailboxes.

## 2.3 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3.01, "General", of the Caltrans Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by Caltrans or as relieving the Contractor from his responsibility as provided in the SSPWC. Temporary pavement delineation shall be either paint or tape unless otherwise approved by the Engineer.

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled days open to public traffic.

All work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic type tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

## 2.4 PAYMENT

Payment for **BID ITEM NO. 2 – TRAFFIC DETOUR - TRAFFIC CONTROL** shall be at the contract bid lump sum (LS) price and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work thereof. Because traffic detour and traffic control will be required throughout the life of the project, payment of the lump sum bid amount shall be made with each progress payment in direct proportion to the amount of the base bid, excluding Mobilization, and Traffic Detour and Traffic Control, earned to date.

## 3 **BID ITEM NO. 3 – CONSTRUCT 8” PVC SEWER (SDR 26) (IN STD TRENCH) BID ITEM NO. 4 – CONSTRUCT 8” PVC SEWER (SDR 26) (IN STAIRWAY)**

### 3.1 GENERAL

Sanitary Sewer work shall conform to the provisions of Section 207-17, Section 208 and Section 306 of the Standard Specifications and to the Sewer Plans included and made part of these specifications.

This item shall include sawcutting and removal of pavement, cold milling, excavation and the installation of PVC per Improvement Plans and slurry backfill of the trench. PVC pipe shall meet the applicable ASTM requirements for SDR 26. Slurry backfill shall conform to Section 201 of the Standard Specifications and to the Sewer Plans made part of these Specifications.

### 3.2 PAYMENT

Payment for **BID ITEM NOS. 3 & 4 - CONSTRUCT 8" PVC SEWER (SDR 26) (IN STD TRENCH) AND (IN STAIRWAY)** linear foot (LF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete, in place, and accepted, including sewer video inspection of the existing and the new sewer lines and soil aeration.

## 5 **BID ITEM NO. 5 – CONSTRUCT 4” PVC FORCED SEWER (C-909) (IN COMMON TRENCH WITH SEWER) BID ITEM NO. 6 – CONSTRUCT 4” PVC FORCED SEWER (C 909) (IN OWN TRENCH)**

### 5.1 GENERAL

Sanitary Sewer work shall conform to the provisions of Section 207-17, Section 208 and Section 306 of the Standard Specifications and to the Sewer Plans included and made part of these specifications.

Forced main sewer shall be either in common trench with gravity sewer, or in own trench according to the location and details shown on the plans.

When the forced main is in common trench with gravity sewer, Bid item No. 5, shall include sawcutting and removal of pavement, excavation, backfill and the installation of 4" P.V.C. (C-909) sewer pipe to the line, grade and dimensions as shown on the Plans, which are made part of these specifications. When the forced main is in own trench with gravity sewer, Bid Item No.6, the item shall only consist of installation of the 4" PVC pipe and the locator pipe as shown on the plans. P.V.C. pipe shall meet the requirements of AWWA Standard C-909 and shall be rated at least for 235 PSI.

Slurry backfill shall conform to Section 201 of the Standard Specifications and to the Sewer Plans made part of these Specifications.

## 5.2 PAYMENT

Payment for **BID ITEM NO. 5 - CONSTRUCT 4" FORCED IN COMMON STRECH SEWER (C-909)** shall be at the contract bid item price per linear foot (LF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work for involved thereof, complete, in place, and accepted, including sewer video inspection of the existing and the new sewer lines the pipe and its installation, other constructions associated with the trench backfill is considered to be part of the gravity sewer installation

Payment for **BID ITEM NO. 6 – CONSTRUCT 4" PVC FORCED SEWER (C 909) (IN OWN TRENCH)** shall be at the contract bid item price per linear foot (LF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete, in place, and accepted, including sewer video inspection of the existing and the new sewer lines.

## 8 **BID ITEM NO. 8 – CONSTRUCT PRE-CAST CONCRETE SEWER MANHOLES**

### 8.1 GENERAL

Sanitary Sewer work shall conform to the provisions of Section 207, Section 208 and Section 306 of the Standard Specifications and APWA Standard Plans 200-2 and 630-1.

Manhole covers shall be non-locking.

### 8.2 PAYMENT

Payment for **BID ITEM NO. 8 – CONSTRUCT PRE-CAST CONCRETE SEWER MANHOLES** shall be at the contract bid price per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete, in place, and accepted. involved thereof, complete, in place, and accepted.

## 9 **BID ITEM NO. 9 – 8" SEWER CLEAN OUT**

### 9.1 GENERAL

Construction of 8” sewer clean out shall conform to the provisions of Section 207, 208, & 306 of the Standard Specifications and APWA Standard Plan 220-2

### 9.2 PAYMENT

Payment for **BID ITEM NO. 9 – 8” SEWER CLEAN OUT** shall be at the contract bid price per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete, in place, and accepted.

## 10 **BID ITEM NO. 10 – EXTEND 6” SEWER LATERAL**

### 10.1 GENERAL

Extension of 6” V.C.P. house laterals and replacement with 6” P.V.C. house laterals shall conform to the provisions of Section 207, Section 208 and Section 306 of the Standard Specifications and to the sewer plans include and made part of these specifications. Existing sewer lateral shall be removed at least to the first joint from the wye and replaced and reconnected to the new main.

### 10.2 PAYMENT

Payment for **BID ITEM NO. 10 – EXTEND 6” SEWER LATERAL** shall be at the contract bid price per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete, in place, and accepted.

## 11 **BID ITEM NO. 11 - ABANDON EXISTING SEWER MANHOLE**

### 11.1 GENERAL

Abandonment of existing sewer manhole shall conform to the provisions of Section 306-5 of the Standard Specification. Remove minimum 3’ from top of the manhole and fill with 2 sack sand slurry.

### 11.2 PAYMENT

Payment for **BID ITEM NO. 11 – ABANDON EXISTING SEWER MANHOLE** shall be at the contract bid price per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete, in place, and accepted.

## 12 **BID ITEM NO. 12 – ABANDON EXISTING SEWER MAINLINE**

## 12.1 GENERAL

After installation and activation of the new line, the existing sewer main shall be broken into and filled with 2 sack sand slurry

## 12.2 PAYMENT

Payment for **BID ITEM NO. 12 – ABANDON EXISTING SEWER LINE** shall be at the contract bid price per lineal foot (LF) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete, in place, and accepted.

## 13 **BID ITEM NO 13 – LINE EXISTING 6” CIP SEWER LINE**

### GENERAL

All work shall comply with Section 500 – Pipeline Rehabilitation of Standard Specifications for Public Works Construction.

The following pipe rehabilitation lining systems materials and methods can be utilized for this project:

Cured-in-place pipe liner (CIPP)

The contractor shall also satisfy the following conditions with any of the above materials and methods:

Prior to acceptance of the work, no annular space shall remain between the lining material and host pipe. Any annular space shall be fully grouted in accordance with the Standard Specifications (Greenbook).

Prior to commencing work, the contractor shall submit engineering calculation showing full support strength to be provided by the liner without consideration of support of the host pipe.

Prior to commencing work, the contractor shall submit a plan and procedure for recovering all residual material, debris and cookies from the lining process to ensure that such materials are not discharged into the City's sewer system.

The contractor shall warrant the work for a period of three years after the notice of completion. The contractor's performance bond shall reflect this guarantee. In the event of pipe failure, root intrusion or significant water infiltration into the lined and rehabilitated pipe shall be considered failure, and shall be repaired by the contractor at no cost to the City.

**Bypass Pumping.** The Contractor shall prepare and submit to the Engineer for

approval, a comprehensive bypass plan detailing the exact methods and procedures to be used for full flow diversion during installation of the CIPP liner. The primary bypass system shall be designed to handle 120% of the peak flow. A “backup” bypass pumping system shall also handle 120% of the peak flow. Both systems shall be manifold together for immediate switch over for emergency or testing. Both systems shall be manned 24 hours a day by a trained operator approved by the Engineer.

***The bypass plan shall minimally include*** the following elements and stipulations:

- Written procedures for bypass operations.
- Specific location and configuration of pumping equipment for each bypass.
- Approximate pipe alignment for each bypass including vehicle access provisions.
- Full pumping system redundancy is required.
- Minimum 8-hour emergency fuel storage on-site is required.
- Pumping system shall be continuously manned while operating with a qualified operator.
- Technical shop drawings for bypass pump(s) indicating peak bypass capacity.
- Technical shop drawings for bypass piping system.
- The location of nearby storm drain inlets.
- Methods and configurations of covering and sandbagging these drainage facilities.
- Spill response and notification procedures including emergency phone numbers.

The approved bypass plan shall remain on-site during all portions of the work. Specific notification requirements and procedures shall be finalized at the Pre-Construction Meeting.

Minimal system storage exists and the Contractor shall design the bypass system to convey expected peak daily flows. The Contractor shall base his/her full flow bypass system design on the flow data provided and shall clearly indicate the rated bypass pumping capacity proposed.

If significant abnormal rainfall occurs or is predicted during the Contract period, the Engineer may require the Contractor to stop work and/or provide additional standby pumping capacity. Reasonable time extensions will be granted and extra work will be paid for in accordance with “The Greenbook.”

The Contractor is solely responsible for any releases of raw sewage due to failure of any component of the bypass pumping system. Contractor shall reimburse the City for any and all costs such as assistance in cleanup and traffic control in case of sewer spill in conjunction with this work, fines by other government agencies and water quality testing costs.

**Pipeline Point Repair.** Based on the Engineer’s review of the CCTV inspection tapes, no pipeline point repairs are anticipated to be necessary prior to installation of the CIPP liner.

Sewer flow bypass during pipeline point repair shall be in accordance with the

Bypass Plan required by this section of these specifications.

### **PAYMENT**

#### **Payment for BID ITEM NO 13, – LINE EXISTING 6” CIP SEWER LINE**

Pipeline Rehabilitation shall be per lineal foot (LF) as shown on the Location and Improvement Plan, and shall not include the inside dimensions of structures.

## **14 BID ITEM NO. 14 – REMOVAL AND REPLACEMENT FOR LINING EQUIPMENT-**

### **14.1 GENERAL**

The 6” CIP sewer that is to be lined is located within an easement in the rear of private properties. The Southerly end of the lines is accessible via an existing manhole. The Northerly end of the pipe terminates at a clean out within landscaped planter of the private residence. Whatever excavation and demolition and or damage that is required to the private improvements for the lining equipment will have to be removed and replaced to the satisfaction of the property owner and the City.

Methods of construction and equipment used for this task shall be discussed and approved by the City prior to commencement of work.

### **14.2 PAYMENT**

Payment for **BID ITEM NO. 14 – REMOVAL AND REPLACEMENT FOR LINING EQUIPMENT** shall be at the contract bid item price per lump sum (LS) and shall include full compensation for all labor, materials, tools equipment and incidentals necessary to do all the work involved thereof, complete, in place, accepted.

## **15 BID ITEM NO. 15 - CONSTRUCT STAIRWAY**

### **15.1 GENERAL**

Concrete steps and handrail shall be constructed in accordance with the provisions of Section 201-1, 303-1 and 304-2 of the Standard Specifications, APWA Standard Plans 604-2 and the Improvement Plans made part of these Specifications.

Existing stairway, where needed, shall be removed in accordance with Section 300 of the Standard Specifications.

### **15.2 PAYMENT**

Payment for **BID ITEM NO. 15 - CONSTRUCT STAIRWAY** shall be at the

contract bid item price per lump sum (LS) and shall include full compensation (including weekend hours) for all labor, materials, tools equipment and incidentals necessary to do all the work involved thereof, complete, in place, accepted.

## **16 BID ITEM NO. 16 – CONSTRUCT 4” SIDEWALK IN WALKWAY**

### **16.1 GENERAL**

4” P.C.C. walkway shall conform to the provisions of Section 303-5 of the Standard Specifications and constructed per APWA Standard Plan 113-1

Concrete shall be Class 520-C-3250.

P.C.C. sidewalk, where needed, shall be removed in accordance with Section 300 of the Standard Specifications and the Street Improvement Plans made part of these specifications.

### **16.2 PAYMENT**

Payment for **BID ITEM NO. 16 – CONSTRUCT 4” SIDEWALK IN WALKWAY** shall be at the contract bid item price per square foot (SF) and shall include full compensation (including weekend hours) for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete, in place and accepted.

## **17 BID ITEM NO. 17 – CONSTRUCT HANDRAIL**

### **17.1 GENERAL**

Handrail shall be constructed in accordance with the provisions of Sections 201-1 of the Standard Specifications, APWA Standard Plans 606-2 and the Improvement Plans made part of these Specification. Existing handrail to be removed shall comply with Section 300 of the Standard Specifications.

### **17.2 PAYMENT**

Payment for **BID ITEM NO. 17 – CONSTRUCT HANDRAIL** shall be at the contract bid item per lump sum (LS) and shall include full compensation (including weekend hours) for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete, in place and accepted.

## **18 BID ITEM NOS. 18A & 18B & 19-2” PVC & 2” PVC SPARE WITH PULL ROPE & 2” RIGID STEEL ELECTRIC CONDUITS**

## 18.1 GENERAL

Conduit shall be installed by “open trench method”. PVC conduit shall be schedule 40. The metallic conduit and fittings shall conform to the requirements in the UL Publication UL 6 for rigid metallic conduit.

Conduit terminating in standards or pedestals shall extend approximately 2 inches above the foundation, vertically, and shall be sloped towards handhole opening. Conduit entering concrete pull boxes shall terminate 4 inches inside the box wall and not less than 2 inches from the bottom, and shall be sloped to facilitate pulling of cable. Conduit entering through the bottom of a pull box shall be located near the end walls to leave the major portion of the box clear. At all outlets, conduit shall enter from the direction of the run.

Conduit runs shown on the plans are for bidding purposes only and may be changed with permission of the Engineer to avoid underground obstructions.

Any grass or landscaping that is removed due to installation of electrical conduits shall be replaced like for like with soil treatment per admixtures approved by City Engineer or his designee. All grass shall be replaced in kind with hydroseed. Contractor shall be responsible for 90-day maintenance period for re-establishment of any plant material.

The Contractor shall be responsible for locating existing utilities in the project area. The Contractor shall be responsible for contacting the utility companies directly to determine the location of their substructures. The Contractors attention is directed to the utility notification service provided by Underground Service Alert (USA). USA member utilities will provide the Contractor with the locations of their substructures in the construction area with 48 hours notice. All utilities shall be marked in the field prior to starting construction. Full compensation for conforming to the requirements of this article shall be considered as included in the prices bid for various items and no compensation shall be allowed therefore.

The 2” PVC spare conduit with pull rope would terminate in junction boxes mounted on the adjacent wall. Pull rope shall be wrapped around a 2” piece of pipe.

## 18.2 PAYMENT

Payment of **BID ITEMS NOS. 18A & 18B & 19 – 2” PVC & 2 PVC SPARE WITH PULL ROPE & 2” RIGID STEEL ELECTRIC CONDUITS** shall be at the contract bid item price per linear foot (LF) and shall include full compensation for all labor, materials, tools equipment and incidentals necessary to do all the work involved thereof, complete, in place and accepted up to the pull boxes.

## 20 **BID ITEM NO. 20 – PEDESTAL AND METER**

## 20.1 GENERAL

The Contractor shall be responsible for coordinating with the serving utility and shall pay all costs and fees required by the serving utility. The electrical service equipment shall be Tesco, Class 28-101-F, Type III BF. The Contractor shall furnish and deliver the service equipment to the jobsite, and install at location shown on the improvement plans.

## 20.2 PAYMENT

Payment for **BID ITEM NO. 20 – PEDESTAL AND METER** shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete, in place, and accepted.

## 21 **BID ITEM NO. 21- INSTALL 1 ½” PVC WATER PIPE**

### 21.1 GENERAL

Installation of 1 ½” PVC schedule 80 water mains shall be per manufacture’s Specifications and pipe disinfection shall be per AWWA requirements, and backfilled per the detail shown on the improvement plans.

### 21.2 PAYMENT

Payment for **BID ITEM NO. 21 – INSTALL 1 ½ “ WATER PIPE** shall be at the contract bid item price per lineal foot (LF) of material and shall include full compensation for all labor materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete, in place and accepted, including but not limited to sawcutting, excavation, removal

of interfering portions of existing pipes and /or fittings, testing, backfilled, compaction and disposal.

## 22 **BID ITEM NO. 22 – 1 ½” HOT TAP**

### 22.1 GENERAL

Hot Tap of service line shall be per manufacturer’s Specifications. Contractor shall provide manufacture’s product cut sheet for City’s review and acceptance.

### 22.2 PAYMENT

Payment for **BID ITEM NO. 22 – 1½” HOT TAP** shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete, in place and accepted.

## 23 **BID ITEM NO. 23 – PUMP HOUSE MODIFICATIONS**

### 23.1 GENERAL

This bid item includes all the modifications to the existing pump house and the existing pump as described here and shown on the Project Plans. The work shall include but not be limited to the following:

- Install sandbags and silt fencing at the drain inlets and around the site
- Provide Diversion Plan / Methodology for sewage flow to an interim storage, and provide 2 pumps (one back up) to keep the system functioning while pump, wet well and the mains are being reconstructed
- Diversion of sewage from the existing wet well to a temporary facility
- Sawcutting and removal of the top deck and the entry door to the existing pump house and wet well
- Construction of the sidewalls and front wall, landing and platform for the fiber glass manhole
- Install heavy guage aluminum steps
- Provide and install all the DIP fittings and spools including the tee and the adjusting angles to the 4” forced main sewer and 4” fiber glass manhole outlet, and all the valves

### 23.2 PAYMENT

Payment for **BID ITEM NO. 23 – PUMP HOUSE MODIFICATIONS** shall be at the contract bid item per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete, in place and accepted.

## 24 **BID ITEM NO. 24 – 4’X4’ COVER DOOR**

### 24.1 GENERAL

4’x4 cover door shall be heavy aluminum suitable for corrosive environment and consist of two leaves. The heavy aluminum cover door shall be spring loaded and lockable. Contractor shall provide manufacturer’s cut sheets for City’s review and approval.

### 24.2 PAYMENT

Payment for **BID ITEM NO. 24 – 4’X4’ COVER DODOR** shall be at the contract bid item price per each (EA) and shall include full compensation (including weekend hours) for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete, in place and accepted.

**25 BID ITEM NO. 25 – 4’X4’ ACCESS DOOR****25.1 GENERAL**

4’x4 access door shall be heavy aluminum suitable for corrosive environment and consist of two leaves. The double door shall be USEMCO water tight extrusion side hinges model or approved equal.

**25.2 PAYMENT**

Payment for **BID ITEM NO. 25 – 4’X4’ ACCESS DODOR** shall be at the contract bid item price per each (EA) and shall include full compensation (including weekend hours) for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete, in place and accepted.

**26 BID ITEM NO. 26 – FIBER GLASS MANHOLE****26.1 GENERAL**

3’ diameter fiber glass manhole shall be LFM or approved equal with access cover and the height measurements and connectors as shown on the project drawings. The manhole shall be strapped with aluminum or galvanized strap at least at two locations to the walls.

**26.2 PAYMENT**

Payment for **BID ITEM NO. 26 – FIBER GLASS MANHOLE** shall be at the contract bid item price per each (EA) and shall include full compensation (including weekend hours) for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete, in place and accepted.

**27 BID ITEM NO. 27 – PUMP AND EQUIPMENT****27.1 GENERAL**

Contractor shall provide and install two pumps with all the incidentals at the locations shown on the project drawings. The pumps shall be each capable of pumping 100 GPM @ 75 ft . The motor shall be 10 HP 3/60/230 V, 1750 RPM. Contractor shall provide manufacture’s cut sheet for City’s review and acceptance.

**27.2 PAYMENT**

Payment for **BID ITEM NO. 27 –PUMP AND EQUIPMENT** shall be at the contract bid item price per each (EA) and shall include full compensation (including

weekend hours) for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete, in place and accepted.

## **28 BID ITEM NO. 28 - CONSTRUCTION SURVEYING AND STAKING**

### **28.1 GENERAL**

It shall be the responsibility of the Contractor to supply any and all construction surveying and staking required.

All Surveying shall be performed under the direct supervision of a California Licensed Land Surveyor or Civil Engineer duly licensed to perform land surveying.

### **28.2 PAYMENT**

Payment for **BID ITEM NO. 28 - CONSTRUCTION SURVEYING AND STAKING** shall be at the contract bid item per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete, in place and accepted.

## **29 BID ITEM NO. 29 - CONSTRUCT 12" PVC STORM DRAIN (IN STD TRENCH) BID ITEM NO. 30 A - CONSTRUCT 8" PVC STORM DRAIN (IN STAIRWAY / WALKWAY)**

### **29.1 GENERAL**

Storm Drain work shall conform to the provisions of Section 207-17, Section 208 and Section 306 of the Standard Specifications and to the attached Standard Details and Storm Drain Plans included and made part of these specifications.

This item shall include sawcutting and removal of pavement, cold milling, excavation and the installation of PVC per Improvement Plans and slurry backfill of the trench. PVC pipe shall meet the applicable ASTM requirements for SDR 26. Slurry backfill shall conform to Section 201 of the Standard Specifications and to the Storm Drain made part of these Specifications.

### **29.2 PAYMENT**

Payment for **BID ITEM NO'S. 29 & 30 A - CONSTRUCT 8" PVC STORM DRAIN (IN STD TRENCH) AND (IN STAIRWAY / WALKWAY)** shall be at the contract bid item per linear foot (LF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete, in place, and accepted, including sewer video inspection of the existing and the new sewer lines and soil aeration.

**BID ITEM NO. 30 B- CONSTRUCT 8” PVC STORM DRAIN (JACKING IN EXISTING PIPE)**

30B.1 GENERAL

Storm Drain work shall conform to the provisions of Section 207-17, Section 208 and Section 306 of the Standard Specifications and to the attached Standard Details and Storm Drain Plans included and made part of these specifications.

Jacking of the 8” pipe into the existing 12” storm drain shall comply with Section 306-2 of SSPWC.

The existing pipe to be used as casing may be partially blocked with debris and / or deformed due to structural failure.

This item shall include removal of pavement, excavation and the installation of PVC per Improvement Plans and slurry backfill of the cavity between the existing and the proposed pipe, shoring and bracing. PVC pipe shall meet the applicable ASTM requirements for SDR 26. Slurry backfill shall conform to Section 201 of the Standard Specifications and to the Storm Drain made part of these Specifications.

30B-2 PAYMENT

Payment for **BID ITEM NO. 30-B CONSTRUCT 8" PVC STORM DRAIN (JACKING IN EXISTING PIPE)** shall be at the contract bid item per linear foot (LF) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete, in place, and accepted, including sewer video inspection of the existing and the new sewer lines and soil aeration.

**31 BID ITEM NO. 31 - CONSTRUCT 3” PVC STORM DRAIN LATERAL (IN WALKWAY)**

31.1 GENERAL

Storm Drain work shall conform to the provisions of Section 207-17, Section 208 and Section 306 of the Standard Specifications and to the attached Standard Details and Storm Drain Plans included and made part of these specifications.

This item shall include intercepting existing weep holes, installing transition structure to 3” PVC storm drain connector pipe, and the necessary fittings to connect to the 8” PVC storm drain pipe per Improvement Plans and slurry backfill of the trench. PVC pipe shall meet the applicable ASTM requirements for SDR 26. Slurry

backfill shall conform to Section 201 of the Standard Specifications and to the Storm Drain Plans made part of these Specifications.

### 31.2 PAYMENT

Payment for **BID ITEM NO. 31 - CONSTRUCT 3" PVC STORM DRAIN LATERAL (IN WALKWAY)** Shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete, in place, and accepted, including sewer video inspection of the existing and the new sewer lines and soil aeration.

## 32 **BID ITEM NO. 32 - REMOVE AND REPLACE SINGLE GRATING CATCH BASIN**

### 32.1 GENERAL

Catch basin shall comply with the provisions of Sections 303-1 and, 201-2 of the SSPWC, APWA 304-2 and the construction drawings.

### 32.2 PAYMENT

Payment for **BID ITEMS NO. 32 - REMOVE AND REPLACE SINGLE GRATING CATCH BASIN** shall be at the contract bid item price per each (EA) and shall include full compensation for all labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete, in place, and accepted.

## 33 **BID ITEM NO. 33 – PROVIDE PORTABLE HOIST**

### 33.1 GENERAL

Contractor shall provide and install a portable hoist capable of carrying a minimum of 500 lbs. Contractor shall also install two sockets on the wall of the pump house as shown on the construction drawings. The portable hoist shall be U.S.F. Fabrication Inc, or Approved Equal.

### 33.2 PAYMENT

Payment for **BID ITEM NO. 33 –PROVIDE PORTABLE HOIST** shall be at the contract bid item per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete, in place and accepted.

