



City of
Los Banos
At the Crossroads of California

**Notice to Bidders
and
Special Provisions
for
7th Street Crosswalk and Radar Speed Signs**

SRTSL-5160(020)



For use in connection with Standard Specifications and Standard Plans of the California Department of Transportation and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

**Public Works Department
411 Madison Avenue
Los Banos, CA 93635**

CITY OF LOS BANOS
7TH STREET CROSSWALK AND RADAR SPEED SIGNS

TABLE OF CONTENTS

1.00 SPECIAL PROVISIONS

- Section 1.01 Notice to Bidders
- 1.02 Definitions, Terms, and Abbreviations
- 1.03 Bid Requirements and Conditions
 - 1.03.01 General
 - 1.03.02 Qualification of Contractor
 - 1.03.03 Default
 - 1.03.04 Federal Lobbying Restrictions
 - 1.03.05 Disadvantaged Business Enterprise (DBE)
 - 1.03.06 Subcontractor and DBE Records
 - 1.03.07 Required List of Subcontractors
 - 1.03.08 Labor Non-Discrimination
 - 1.03.09 Payment of Withheld Funds
 - 1.03.10 Insurance
 - 1.03.11 Performance of Subcontractors
 - 1.03.12 Subcontracting
 - 1.03.13 Progress Payments
 - 1.03.14 Final Estimate and Payment
 - 1.03.15 Protest Procedure
 - 1.03.16 Prevailing Wage
 - 1.03.17 Buy America Requirements
- 1.04 Start of Work, Time of Completion, and Liquidated Damages

2.00 FEDERAL PROVISIONS

- Section 2.01 FHWA FORM 1273

3.00 TECHNICAL PROVISIONS

- Section 3.01 General
 - 3.01.01 Scope of Work
 - 3.01.02 Hours of Work
 - 3.01.03 Construction Area Signage
 - 3.01.04 Rules, Regulations, and Code
 - 3.01.05 Damages to Premises
 - 3.01.06 City Permits and Business Licenses
 - 3.01.07 Warranty, Manufacturer
 - 3.01.08 Protection of Storm and Sewer
 - 3.01.09 Protection of Water Ways
 - 3.01.10 Storm Water Discharge
 - 3.01.11 Disposal of Excess Excavated and Other Waste Materials
 - 3.01.12 Noise Control
 - 3.01.13 Dust Control
 - 3.01.14 Water Supply
 - 3.01.15 Notifications
- Section 3.02 Bid Item Descriptions
 - 3.02.01 General
 - 3.02.02 Descriptions

TABLE OF CONTENTS (continued)

- 3.03 Detailed Work Descriptions
 - 3.03.01 General
 - 3.03.02 Speed Radar Sign with Post
 - 3.03.03 Data Collection Software
- 3.04 Changes in Work
 - 3.04.01 General
 - 3.04.02 Payment for Changes in Work

4.00 BID PROPOSAL

- Section 4.01 Bid Form
- 4.02 Bid Bond
- 4.03 Disadvantaged Business Enterprise
- 4.04 Equal Employment Opportunity
- 4.05 Subcontractors List
- 4.06 Notice of Materials to be Used
- 4.07 Non-Collusion Affidavit
- 4.08 Disclosure of Lobbying Activities
- 4.09 Debarment and Suspension Certification
- 4.10 Certificate of Contractor
- 4.11 Buy America
- 4.12 Addendum

5.00 AGREEMENT AND BONDING

- Section 5.01 Agreement
 - 5.01.01 Scope of Work
 - 5.01.02 Notice of Award
 - 5.01.03 Construction Schedule
 - 5.01.04 Securities and Bonds
 - 5.01.05 Notice to Proceed
 - 5.01.06 Commencement of Work
 - 5.01.07 Time for Completion
 - 5.01.08 Contract Price
 - 5.01.09 Payments
 - 5.01.10 Accounting Records
 - 5.01.11 Contract Documents
- 5.02 Payment Bond
- 5.03 Performance Bond

6.00 PLANS

- Section 6.01 Location Area Map
- 6.02 Location 1 - Speed Radar Sign
- 6.03 Location 2 - Speed Radar Sign
- 6.04 Location 3 - Speed Radar Sign
- 6.05 Location 4 - Speed Radar Sign
- 6.06 Location 5 - Speed Radar Sign
- 6.07 Location 6 - Speed Radar Sign
- 6.08 Location 7 - Speed Radar Sign
- 6.09 Footing Detail



City of
Los Banos
At the Crossroads of California

CITY OF LOS BANOS
PUBLIC WORKS DEPARTMENT
411 Madison Avenue
Los Banos, California 93635
209-827-7056

NOTICE TO BIDDERS

For the Construction of:

**7TH STREET CROSSWALK AND RADAR SPEED SIGNS
SRTSL-5160(020)**

NOTICE IS HEREBY GIVEN that the City of Los Banos (herein called the "City") invites and will receive sealed Bids up to the hour of 2:00 p.m. PDT (Pacific Daylight Time) on **Friday, March 29, 2013** for furnishing to said City for all transportation, labor, materials, tools, equipment, services, permits, utilities, and other items necessary to construct/install said Work. At said time, the sealed Bids will be publicly opened and read aloud in the City of Los Banos Council Chambers by the office of the City Clerk at:

**Los Banos City Hall
520 "J" Street
Los Banos, California 93635**

Bids shall be submitted only on forms provided in the Bid Proposal section. Bids shall be in the hands of the City Clerk of the City of Los Banos, 520 J Street, Los Banos, California, 93635 on or before the hour of 2:00 p.m. PDT (Pacific Daylight Time) on **Friday, March 29, 2013**. No late Bids will be accepted, and will be returned unopened. No oral, telegraphic, electronic, facsimile, or telephone bid submittals or modifications will be considered unless specified.

Each Bid must be submitted in a sealed envelope and addressed to the City of Los Banos at 520 J Street, Los Banos, CA 93635. Each sealed envelope containing a Bid Proposal must be plainly marked on the outside as "**7th Street Crosswalk and Radar Speed Signs: Attention City Clerk**", and the envelope shall also bear on the outside, the name of the contractor, and their address. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the City of Los Banos at 520 J Street, Los Banos, CA, 93635, and also clearly state, "**7th Street Crosswalk and Radar Speed Signs: Attention City Clerk**".

The major work entails supplying, installation, and operation of fourteen (14) speed radar at several different locations within the City of Los Banos. The contract time for completion is seventy-five (75) consecutive calendar days from the issuance of the "Notice to Proceed". Bids shall conform and be responsive to the Special Provisions for the Work. The City invites any responsible contractor to submit a Bid Proposal with all of the required forms.

The Special Provisions, Bid Proposal forms, and Plans can be viewed and/or obtained from the City of Los Banos website at www.losbanos.org. Questions regarding the Special Provisions, Bid Proposal forms and/or Plans are to be directed to Gary Hutsell, Assistant Public Works Director, in writing or by email to gary.hutsell@losbanos.org.

The City reserves the right to reject any and/or all Bid Proposals received, and to waive any and all irregularities in any Bid Proposal.

Each Bid Proposal must be accompanied by a Bid Security payable to the City of Los Banos for an amount not less than 10% of the Total Bid Price or a Bidder's Surety Bond executed by a surety authorized by the Insurance Commissioner to transact business of insurance in the State of California. No Bid Proposal shall be considered unless accompanied by either security.

This Project is for a federally funded "Safe Routes to School" grant and subject to all federal grant requirements which include current state and federal **Prevailing Wage, Buy America Provisions, Non-Discrimination Clauses, Title VI External Equal Opportunity Program, and Disadvantaged Business Enterprise (DBE) Goals**.

The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement will afford Disadvantaged Business Enterprises full opportunity to submit bid proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, in consideration for an award. Furthermore, all contractors shall afford full opportunity for Disadvantaged Business Enterprises to submit subcontracting bids within the scope of the work to contractors bidding on this Project. The DBE goal for this Project is **1.818%**.

The Contractor's license classification(s) required for this Project shall either be **Class A or C45**. These classifications are provided for informational purposes only. The City does not warrant that all classifications required for this Project are listed.

Special Note: The 7th Street Crosswalk named in the project title has been eliminated from the scope of work.

SECTION 1.02 DEFINITIONS, TERMS, AND ABBREVIATIONS

DEFINITIONS: Whenever the following terms occur in the SPECIAL PROVISIONS, the meaning shall be interpreted as follows:

Addenda – Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements and the Special Provisions.

Agreement – The written instrument which is evidence of the agreement between City and Contractor covering the Work.

Award of Contract – The action taken by the City Council in regular session accepting the Bid Proposal for the Work from the responsible low bidder.

Bid Proposal – The complete set of forms submitted by the bidder in a sealed envelope and in the hands of the City Clerk by the deadline.

Bidder – Any individual, partnership, corporation, joint venture, or other combination thereof submitting a Bid Proposal for the Work contemplated, acting directly or through an authorized representative.

City – The City of Los Banos, City Council, Public Works Department, or any of its authorized representatives.

City's Representative – Any person or firm authorized in writing by the City of Los Banos to represent it during the performance of the Work by the Contractor. The City's Representative means the City's Representative or its assistants.

Contract Change Order – A written order to the Contractor signed by the City and Contractor directing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract time issued after the effective date of the Contract.

Contract – The entire and integrated written agreement executed between the City and the Contractor concerning the Work.

Contract Documents – The complete set of contract requirements, special provisions, federal provisions technical provisions, bid proposal documents, agreement and bonding, and plans. The Contract Documents supersedes prior negotiations, representations or agreements, whether written or oral.

Contractor – The individual, partnership, corporation, Joint venture, or other combination thereof who has entered into the Contract with the City for the performance of the Work. The term "Contractor" means the Contractor or its authorized representative.

Contract Price – The amount of money for which the Contract is awarded.

Days – Unless otherwise specified, days shall mean consecutive calendar days.

Notice of Award – The written notice by the City to the successful Contractor informing of the execution of Contract Agreement.

Notice to Bidders – The announcement to contractors that the City is advertising the prescribed work for the solicitation of bids for the Project.

Notice to Proceed – The written notice by the City to Contractor fixing the date on which the Contract time will start.

Plans – The drawings, profiles, cross sections, working drawings, and shop drawings or a reproduction of the originals which show the location, character, dimensions, and scope of the Work to be done.

Project – The construction of fourteen speed check radar signs with posts at various locations throughout the City. The Contractor will supply all labor, materials, and equipment necessary for completion. The Contractor will supply the data collection software for recording traffic counts, traffic speeds, and time of day that can be transferred to a useful spreadsheet for analysis.

Provisions – The details of the project as described in Sections 1-5 of the contract documents.

Subcontractor – An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

Utility – Any public or private fixed works for the transportation of fluids, gases, power, signals, or communications.

Work – Any and all obligations, duties, and responsibilities necessary to complete the construction assigned to, or undertaken by, the Contractor pursuant to the Provisions and Plans including all labor necessary to produce such construction and all materials, equipment, and supplies incorporated or to be incorporated in the construction.

TERMS: Wherever the terms "required," "permitted," "ordered," "designated," "directed," "prescribed," or terms of like import are used, it shall be understood that the requirements, permission, order, designation, prescription, or direction of the City's Representative is intended. Similarly, the terms "acceptable," "satisfactory," "or equal," or terms of like import shall mean acceptable to or satisfactory to the City's Representative, unless otherwise expressly stated. The word "provide" shall be understood to mean furnish and install. Whenever the context so requires, the singular shall include the plural, and the masculine and neuter genders shall each include the other.

ABBREVIATIONS: Whenever the following abbreviations occur in the Contract Documents the meaning shall be interpreted as follows:

CCO – Contract Change Order

DBE – Disadvantage Business Enterprise

FHWA – Federal Highway Administration

LED – Light Emitting Diode

PDT – Pacific Daylight Time

PST – Pacific Standard Time

SECTION 1.03 BID REQUIREMENTS AND CONDITIONS

1.03.01 - General

All Bid Proposals shall be submitted on the proper forms furnished in the Bid Proposal **Section 4.00**. The City may waive any informalities or minor defects or reject any and all Bid Proposals. Any Bid Proposal may be withdrawn prior to the above scheduled time for the opening of Bid Proposals or authorized postponement thereof. Any Bid Proposal received after the time and date specified shall not be considered. No contractor may withdraw a Bid Proposal within **ninety (90)** calendar days after the actual date and time of the opening thereof, and shall remain firm unless otherwise specified. Award of Bid will be to the lowest responsible Contractor as determined by the City. A conditional or qualified Bid Proposal will not be accepted. Should there be reasons why the Bid Proposal cannot be awarded within the specified period; the time may be extended by mutual agreement between the City and the Contractor.

The Bid Form shall be signed by a person or persons legally authorized to bind contractor to the Contract. The individuals signing each document form shall warrant that they are authorized to bind the contractor.

As soon as the Bid Proposal amounts have been compared, the City will return the bid security of all bidders, except the three lowest responsible contractors. When the Bid Proposal is awarded, the bid securities of the two remaining unsuccessful contractors will be returned. The Bid Security of the successful Contractor will be retained until such time as the City Council of the City of Los Banos, in session, has awarded the Contract to Contractor.

This Contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990; the requirements of FHWA Form 1273; and the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

Each contractor is responsible for the review of the Provisions and Plans. The failure and omission of any contractor to do any of the foregoing shall not relieve any contractor from any obligation with respect to the Bid Proposal. Any addendums will be released, as necessary, at www.losbanos.org. Addendums shall be signed, dated and submitted with contractor Bid Proposal.

The Work is generally described as furnishing and installing fourteen (14) Solar Powered LED Speed Radar signs and furnishing one (1) set of complete Data Collection Software.

All Bid Proposals must contain one complete original set of Bid Proposal forms located in **Section 4.00** entitled "Bid Proposal". The Bid Proposal forms to be included are: Bid Form, Bid Bond, Disadvantaged Business Enterprise (DBE) forms, Equal Employment Opportunity, Subcontractors List, Notice of Materials to be Used, Non-Collusion Affidavit, Disclosure of Lobbying Activities, Debarment and Suspension Certification, Certificate of Contractor, Buy America Compliance, and Addendum, if necessary.

The Total Bid Price on the Bid Form shall be filled in, in ink or typewritten, and fully completed and executed when submitted. Mistakes must be corrected and the correction inserted; correction must be initialed in ink by person signing the Bid Form.

The Contractor's license classification(s) required for this Project shall either be **Class A or C45**. These classifications are provided for informational purposes only. The City does not warrant that all classifications required for this Project are listed. Contractor shall provide proof of license to the City.

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications or questions of the Notice to Bidders shall be made in writing or by email and deliverable to:

City of Los Banos Public Works Department
Attn: Gary Hutsell
Gary.Hutsell@losbanos.org
411 Madison Avenue
Los Banos, CA 93635

Requests for clarification or questions shall be delivered to the City, Attn: Gary Hutsell, by 5:00 p.m. PDT on **Wednesday, March 20, 2013**. Any City response to a request for clarification, questions and answers will be posted to the City's website at **www.losbanos.org** no later than 5:00 p.m. PST, **Friday, March 22, 2013** and if necessary become a part of the Bid Proposal as an Addendum.

The proposed timeline of events associated with the awarding of Bid Proposal are the release of advertisement for bids **Friday, March 1, 2013**; the deadline to submit questions or clarifications is 5:00 p.m. **Wednesday, March 20, 2013**; addendums will be posted for any questions or clarifications by 5:00 p.m. **Friday, March 22, 2013**; the Bid opening is 2 p.m. **Friday, March 29, 2013**; the Award of Bid by City Council is **Wednesday, April 17, 2013**; and a Notice to Proceed will be issued by **Tuesday, April 30, 2013**. The dates for the Award of Bid by City Council and the issuance of the Notice to Proceed are tentative.

The City reserves the right to reject any or all Bid Proposals, to waive any informalities in the Bid Proposal, and to withhold award for a period of ninety (90) calendar days from the Bid Proposal opening.

A Performance Bond and a Payment Bond, each in the amount of 100 percent of the Contract Price, with a corporate surety named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570, will be required for the faithful performance of the Contract. The Payment Bond must be issued by an admitted surety insurer holding a certificate of authority to transact surety insurance in California issued by the Insurance Commissioner. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each a certified and effective dated copy of their own power of attorney. The Contractor to whom the Contract is awarded will be required to execute the Agreement, obtain the Performance Bond and Payment Bond, and submit the two Bonds with the Construction Schedule.

1.03.02 – Qualification of Contractor

The City may make an investigation, at the City's discretion, to determine the ability of the Contractor to supply and complete the Project Work designated by the Provisions and Plans. The City shall have the right to request from the Contractor all pertinent data required for this investigation. The City reserves the right to reject any Bid Proposal if data from its investigation and/or provided from the Contractor does not satisfy the City that the Contractor is not qualified to perform the Project Work.

1.03.03 – Default

In the event the successful Contractor who is awarded a Notice to Proceed and/or Contract resulting from this Bid Proposal shall be in breach or default, the City may have the Bid Items installed by other sources and may deduct from any money due, or money that may come due to the awarded Contractor, the price difference between the amount of the Bid Form and the actual cost to the City. Prices paid by the City shall be considered the prevailing market price at the time a purchase is made. These rights and remedies shall not be exclusive, but in addition to any other rights and remedies provided by contract law.

1.03.04 – 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. Contractor shall complete and submit as part of the Bid Proposal Documents a Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements or Standard Form LLL Disclosure of Lobbying Activities, as appropriate. 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 City. The Contractor, Subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, Subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

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

1.03.05 – Disadvantaged Business Enterprise (DBE)

The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement will afford Disadvantaged Business Enterprises full opportunity to submit Bid Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, in consideration for an award. Furthermore, all contractors shall afford full opportunity for Disadvantaged Business Enterprises to submit subcontracting bids within the scope of the work to contractors bidding on this Project. The DBE goal for this Project is **1.818%**.

Under 49 CFR 26.13(b):

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

Take necessary and reasonable steps to ensure that DBE's have opportunity to participate in the Contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the City shows a goal for DBE's.

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

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

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

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

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

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

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

DBE Commitment Submittal

Submit Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G form, included in the Bid Proposal forms.

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

Other bidders do not need to submit the DBE Commitment form unless the City requests it. If the City requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

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

If you do not submit the DBE Commitment form within the specified time, the City finds your bid nonresponsive.

Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal.

Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the City no later than 4:00 p.m. on the 4th business day after bid opening.

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

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the Project. Include the items of Work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of Work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the Project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the Contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

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

1.03.06 – 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 "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" Form CEM- 2402(F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the City. The form shall be furnished to the City within 90 days from the date of Contract execution. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted. If Contractor utilizes DBE trucking companies, Contractor shall submit documentation to the City, prior to the fifteenth of each month, showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the City showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement. The Contractor shall also obtain and submit documentation to the City 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. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F).

1.03.07 – Required List of Subcontractors

Each Bid Proposal shall have listed therein the name and address of each Subcontractor to whom the bidder proposes to subcontract portions of the Work in an amount in excess of 1/2 of one percent of Total Bid Price or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions. A sheet for listing the subcontractors, as required herein is included in the Bid Proposal section. Bidders are cautioned that this listing requirement is in addition to the requirement to provide a list of DBE subcontractors after the opening of the Bid Proposals.

1.03.08 – Labor Non-Discrimination

Contractor shall comply with requirements in Title VI, External Equal Opportunity Program. Contractor shall comply with requirements in Chapter 5 of Division 4 of Title 2, California Administrative Code. NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990) Contractor shall comply with the "Nondiscrimination Clause", set forth in Section 7-1.01A(4) which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Provisions and Plans are applicable to all nonexempt state construction and subcontractors of \$5,000 or more.

1.03.09 – Payment of Withheld Funds

The City shall retain 5% of each payment from Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the Contract Work, and pay retention to the Contractor based on these acceptances. The Contractor, or Subcontractor, shall return all monies withheld in retention from a Subcontractor within 30 days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Contract Work by the City. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating Contractor or Subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance.

1.03.10 – Insurance

The Contractor shall not commence Work under this Contract until he has obtained all the insurance required under this Section and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved. All insurance required under this Section shall be maintained at the expense of the Contractor continuously during the life of the Contract up to the date of acceptance of the Work by the City.

1. Commercial General Liability and Automobile Liability Insurance – The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

- 1.1 Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- A. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- B. Insurance Service Office Form Number CA 0001 (ed. 1/87) covering Automobile Liability, Code 1 (any auto)

- 1.2 Limits – The Contractor shall maintain limits no less than the following:

- A. General Liability – Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the City) or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability – One million dollars (\$1,000,000) per accident for bodily injury and property damage combine single limit.

- 1.3 Required Provisions – The general liability and automobile liability policies are to contain, to be endorsed to contain the following provisions:

- A. The City and their directors, officers, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on

behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City and their directors, officers, employees, agents, and volunteers.

- B. For any claims related to this Project, the Contractors insurance shall be primarily insurance as respects the City and their directors, officers, employees, agents and volunteers. Any insurance, pooled coverage or self-insurance maintained by the City and their directors, officers, employees, agents and volunteers shall not contribute to it.
- C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City and their directors, officers, employees, agents and volunteers.
- D. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

1.4 Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions.

1.5 Acceptability of Insurers – Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A-: VII or equivalent.

2. Workers' Compensation and Employer's Liability Insurance – The Contractor and all Subcontractors shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, regardless of whether such coverage or insurance is mandatory or merely elective under law, and the Contractor shall defend, protect and save harmless the City and their directors, officers, employees, agents and volunteers from and against all claims, suits, and actions arising from any failure of the Contractor or any Subcontractor to maintain such insurance. Before beginning Work, Contractor shall furnish to the City satisfactory proof that he has taken out for the period covered by the Work under this Contract, full compensation insurance for all persons employed directly by Contractor or through Subcontractors in carrying out the work contemplated under this Contract, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.

The Contractor shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.

The Contractor shall provide the City with a certificate of Workers 'Compensation and Employers' liability insurance coverage.

In signing the Contract Agreement, Contractor makes the following certification required by Section 1861 of the Labor Code:

"I am aware of the provisions of Section 3700 of the Labor Code which requires each employer to be insured against liability for workmen'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."

3. **Evidences and Cancellation of Insurance** – Prior to execution of the Contract, the Contractor shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). All evidence of shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer will give by certified mail, written notice to the City at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

The Contractor shall, upon demand of the City, deliver to the City all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the City, then it shall be lawful for the City to obtain and maintain such insurance, and the Contractor hereby appoints the City the true and lawful attorney-in-fact to do all things necessary for this purpose. All money paid by the City for insurance premiums under the provisions of this article shall be charged to the Contractor.

1.03.11 – Performance of Subcontractors

The Subcontractors listed by you on the Bid Proposal form shall list therein the name and address of each Subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

1.03.12 – Subcontracting

The Contractor shall perform with the Contractor's own organization Contract Work amounting to not less than 50 percent of the original Contract Price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in **Section 2.00** entitled "Federal Provisions" that the Contractor perform not less than 30 percent of the original Contract Work with the Contractor's own organization. Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in **Section 2.00**. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the Contract. Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at: <http://www.dir.ca.gov/DLSE/Debar.html>.

1.03.13 - Progress Payments

The City shall, on or before the tenth day of each calendar month after actual construction Work is started, cause an estimate in writing to be made by the City's Representative of the value of the Work completed by the Contractor and of materials delivered on the ground at the site(s) of the Work or stored subject to or under the control of the City to the first of the month in which the estimate is made. In estimating such value, the City's Representative may take into consideration, along with other facts and conditions deemed by it to be proper, the ratio of the difficulty or cost of the Work done to the probable difficulty or cost of the Work remaining to be done. The City shall retain 5 percent of such estimated value as part security for the fulfillment of the Contract by the Contractor and shall by the end of each month in which the estimate is made, pay to the Contractor the balance of such estimated value after deducting all previous payments and all sums to be kept or retained under the terms of the Contract.

1.03.14 – Final Estimate and Payment

When the Work has been completed, the City's Representative will make a final estimate of the total amount of Work done and the amount to be paid under the terms of the Contract. If the City finds the Work has been completed according to the Contract, it shall accept the Work, shall file a notice of completion, and shall pay the entire sum so found to be due after deducting all previous payments and all amounts to be retained under the provisions of the Contract. All prior progress estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of **35 days** from the date of filing a notice of completion of the Work by the City.

1.03.15 – Protest Procedure

1.03.15.01 – The lack of prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of contracting this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in the Provisions, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid Proposal to the City for this Project, the Contractor agrees to comply with and to be bound by this procedure.

1.03.15.02 – Any Bid Proposal protest must be submitted in writing and received by the City Clerk's Office at 520 J Street, Los Banos, California before 5:00 p.m. of the fifth (5th) business day following the Bid Proposal opening. Untimely protests will not be accepted or considered. A "business day" means a weekday during which the City Clerk's Office is open and conducting business.

1.03.15.03 – The Bid Proposal protest must contain a complete statement of the basis for the protest, and all supporting documentation. The party filing the protest must have actually submitted a Bid Proposal for the Project. A Subcontractor of a Contractor submitting a bid for the project may not submit a Bid Proposal protest. A Contractor may not rely on the Bid Proposal protest submitted by another bidder, but must timely pursue his or her own protest.

1.03.15.04 – The protest must refer to the specific portion or portions of the Provisions upon which the protest is based. The protest must include the name, address and phone number of the person representing the protesting bidder if different from the protesting bidder.

1.03.15.05 – The bidder filing the protest must concurrently transmit a copy of the Bid Proposal protest and all supporting documentation, as required above, to all other bidders with a direct financial interest which may be affected by the outcome of the protest, including all other

bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

1.03.15.06 – The bidder who's Bid Proposal has been protested may submit a response to the Bid Proposal protest. Such response shall be submitted in writing and received by the City Clerk's Office before 5:00 p.m. of the fifth (5th) business day following the receipt by the City Clerk of the Bid Proposal protest, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest.

1.03.15.07 – The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of Bid Proposal protest. The bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Proposal protest, including filing a challenge of the award pursuant to the California Public Contracts Code, filing of a claim pursuant to the Government Code Claim, or filing any other legal proceedings.

1.03.15.08 – Should the City receive a timely protest, a protest hearing shall be held before the City Manager or designee at 10:00 a.m. on the seventh (7th) business day following the receipt by the City Clerk of the Bid Proposal protest at 520 J Street, Los Banos, California 93635. All interested parties may appear and offer testimony at the hearing. Formal rules of evidence shall not apply at the hearing, nor shall testimony under oath be required. The burden of proof shall be on the party submitting the protest. The City Manager or designee shall issue a written decision sustaining or denying the protest. The decision of the City Manager or designee shall be final.

1.03.15.09 – If the City determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined ineligible for future Contract awards by City.

1.03.16 – Prevailing Wage

This Project is subject to prevailing wage requirements. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations of the State of California for similar classification of labor, the Contractor and his Subcontractor shall not pay less than the higher wage rate. In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained from the Director of the Department of Industrial Relations, the general prevailing rate for each craft, classification, or type of workman required for execution of the Contract. A copy of said prevailing rate of per diem wages is on file in the office of the City, and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD> .

The Federal minimum wage rates for this Project as predetermined by the United States Secretary of Labor and may be examined at the offices described above where the Provisions may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be posted on the internet at www.losbanos.org. Future effective general prevailing wage rates, which have been predetermined are on file with the California Department of Industrial Relations and are referenced but not printed in the general prevailing wage rates.

For information on Davis-Bacon Act wage determinations see FHWA Form 1273 attached in **Section 2.00**, Section IV of FHWA Form 1273.

1.03.17 – Buy America Requirements

Attention is directed to the “Buy America” requirements of the Title 23 United States Code, Section 313 and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the Work on this Project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the “Buy America” requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, 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 also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein. The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the City acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the Work.

SECTION 1.04 START OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES

After the Agreement has been executed and all required submittals have been approved, the City will send the Contractor a "Notice to Proceed". The Contractor shall have 15 calendar days to begin Work from the date on the "Notice to Proceed" or from the actual first day Contractor starts work.

The Work shall be diligently ongoing to completion within the 75 calendar day period beginning on the 15th calendar day after receiving the "Notice to Proceed" or from the actual first day Contractor starts work.

The Contractor shall pay to the City the sum of \$500.00 per day, for each calendar day delay in completing the work past the 75 calendar day working period.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded

Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

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

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Female and Minority Goals

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

The nationwide goal for female utilization is 6.9 percent.

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

Minority Utilization Goals

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

SECTION 3.01 GENERAL

3.01.01 – Scope of Work

The Contractor shall furnish all labor, materials and equipment necessary to complete the Work as shown on the Plans, as specified in the Provisions, and in strict accordance with the conditions of the Contract. All incidental work not shown on the Plans or specified herein which is necessary to complete the Work shall be furnished and installed as part of this Contract at no additional cost to the City. The Work shall be complete and ready for service as shown on the Plans and/or specified to the satisfaction of the City. The Contractor is advised to inspect the site to observe actual working conditions.

The Work is generally described as furnishing and installing fourteen (14) Solar Powered LED Speed Radar and Feedback Display Signs and furnishing one (1) Data Collection Software.

Special Note: The 7th Street Crosswalk named in the project title has been eliminated from the scope of work.

3.01.02 – Hours of Work

Construction work shall be completed between the hours of 7:00 a.m. and 9:00 p.m. Monday through Friday and between 8:00 a.m. and 5:00 p.m. on Saturday and Sunday using normal construction practices. The Contractor may request to the City to perform construction outside of these specified hours.

3.01.03 – Construction Area Signage

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices", of the State Standards. The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing any excavation for construction area sign posts. The regional notification center included but is not limited to the following:

USA NORTH
811 / 1-800-227-2600

3.01.04 – Rules, Regulations, and Code

All work and materials shall conform to the latest codes, rules and regulations of the following:

1. State codes and ordinances.
2. Local City and/or County ordinances.
3. National Electrical Code.
4. City of Los Banos Standard Specifications.
5. California Building Code.

Nothing in these Provisions and Plans is to be construed to permit Work not conforming to the above; expense for compliance with the above shall be paid for by the Contractor. Whenever the Provisions and Plans require higher standards or larger sizes than those required by the Ordinances and Statutes, the Provisions shall take priority.

3.01.05 – Damage to Premises

The Contractor shall be responsible for all damage to any part of the work site caused as a result of his Work in connection with the Contract. The responsibility shall extend for a period of one year after final acceptance of the project.

3.01.06 – City Permits and Business Licenses

The Contractor shall apply and have issued an Encroachment Permit from the Public Works Department prior to start of construction.

The Contractor and all Subcontractors working within the city limits of Los Banos shall apply for and have issued a Business License from the City of Los Banos (209-827-7000).

3.01.07 – Warranty, Manufacturer

Manufacturer shall fully warrant all materials and equipment furnished under the terms of this Bid Proposal against poor and inferior quality. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City operations. A copy or description of the manufacturer's warranty shall accompany each Bid Proposal for the material and equipment proposed, detailing the scope and length of the warranty. Where the successful Contractor is also the manufacturer of the materials or equipment provided under this Bid Proposal, the Manufacturer's Warranty requirement will supersede the successful Contractor warranty requirement of this Bid Proposal.

3.01.08 – Protection of Storm and Sewer

Prevent construction material, pavement, concrete, earth or other debris from entering existing storm or sewer structures.

3.01.09 – Protection of Waterways

- a. Observe rules and regulations of State of California and agencies of U.S. government prohibiting pollution of lakes, streams, rivers or wetlands by dumping of refuse, rubbish, dredge material or debris.
- b. Provide holding ponds or accepted method which will divert flows, including storm flows and flows created by construction activity, to prevent excessive silting of waterways or flooding damage to property.
- c. Comply with procedures in "The Construction Site Best Management Practices (BMPs) Manual" by the State of California Department of Transportation.

3.01.10 – Storm Water Discharge

Contractor shall comply with California State Water Resources Control Board (SWRCB) General Construction Activity Storm Water Permit. A General Permit Number CA S00002 is for discharges of storm water associated with construction site activities. Contractor is required to prepare, submit, and comply with following, if required by the SWRCB:

- a. Notice of Intent (NOI).
- b. Storm Water Pollution Prevention Plan.
- c. Comply with procedures in "The Construction Site Best Management Practices (BMPs) Manual" by the State of California Department of Transportation.

3.01.11 – Disposal of Excess Excavated and Other Waste Materials

- a. Excess excavated material not required or not suitable for backfill and other waste material shall be disposed of in accordance with local regulatory requirements.
Provide watertight conveyance for liquid, semi-liquid or saturated solids which tend to bleed during transport. Liquid loss from transported materials is not permitted, whether being

delivered to construction site or hauled away for disposal. Fluid materials hauled for disposal must be specifically acceptable at selected disposal site.

- b. A grading permit will be required from the City for disposal of any excavated material or planing residue within the City limits.

3.01.12 – Noise Control

- a. Conduct operations to cause least annoyance to residents in vicinity of Work, and comply with applicable local ordinances.
- b. Equip compressors, hoists, and other apparatus with mechanical devices necessary to minimize noise and dust. Equip compressors with silencers on intake lines.
- c. Equip gasoline or oil-operated equipment with silencers or mufflers on intake and exhaust lines.
- d. Line storage bins and hoppers with material that will deaden sounds.
- e. Conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.

3.01.13 – Dust Control

Due to close geographic location of Project to schools and residential homes, take special care in providing and maintaining temporary site roadways, City's existing roads, and public roads used during construction operations in clean, dust free condition. Comply with local environmental regulations for dust control. If Contractor's dust control measures are considered inadequate by City, City may require Contractor to take additional dust control measures.

3.01.14 – Water Supply

Water will be available to the Contractor in performance of the Work without charge from all City fire hydrants. Prior to the use of any hydrant the Contractor shall notify the City's Public Works Department and obtain and install a meter furnished by the Public Works Department on the fire hydrant. It will be the Contractor's responsibility to convey the water to the work site. Regardless of the method of conveyance chosen, it shall not be cause for closure of any streets nor shall it create a nuisance to nearby residents. An air gap shall be maintained between the hose or pipe discharge to prevent possible backflow in the event of distribution system pressure loss. The Contractor shall pay a deposit for the use of the fire hydrant meter. The deposit may be refunded in full if the fire hydrant meter is returned undamaged.

3.01.15 – Notifications

The City will notify the Contractor in writing of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection requirements shall notify the Contractor in writing, through the City, of any non-compliance with State or local requirements. The Contractor shall, after receipt of such notice from the City or from the regulatory agency through the City, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the Work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the City may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

SECTION 3.02 BID ITEM DESCRIPTIONS

3.02.01 – General

Work under this Contract will be paid on a Unit Price or Lump Sum basis as outlined on the Bid Form for the quantity of Work installed.

The Unit Price and Lump Sum prices shall include full compensation for furnishing the labor, materials, tools, equipment, and doing all the work involved in the Project. The Unit Price and Lump Sum prices on the Bid Form shall include full compensation for completed Work as stated in these Bid Item Descriptions and Detailed Work Descriptions of the Technical Provisions.

The Bid Items for the Work are intended to establish Total Bid Price for the Work in its entirety to the satisfaction of the City. Should the Contractor feel that a specific cost of the Work has not been identified by specific items in the Bid Form, Bid Item Descriptions and/or Detailed Work Descriptions; Contractor shall include the cost for that specific work in some related Bid Item. The Bid Form shall reflect the Total Bid Price and include full compensation for the Work of this Project in its entirety to the satisfaction of the City.

3.02.02 – Descriptions

Bid Item No. 1 – Speed Radar Sign with Post. This item shall be bid Unit Price. The Unit Price shall include the Underground Service Alert (USA) request, digging of post hole per drawings, concrete for securing post/base, placement of post, all signs, brackets, and solar panel, purchase and installation/labor of each Speed Radar Sign with Post. The Amount shall be the price for all fourteen (14) signs/posts.

Bid Item No. 2 – Data Collection Software. This item shall be bid Unit Price. The Unit Price shall include a fully operational set of data collection software. The Amount shall be the price for a complete set of Data Collection Software.

SECTION 3.03 DETAILED WORK DESCRIPTIONS

3.03.01 – General

All sign specifications shall meet 2009 Manual on Uniform Traffic Control Devices (MUTCD) with Revisions 1 & 2. All specifications listed are minimum requirements.

3.03.02 – Speed Radar Sign with Post

- a) Radar speed sign with feedback display – amber, LED, 15-inch lettering”.
- b) Flashing speed violation display from 1 to 25 mph over limit.
- c) Independent flashing display, white, LED, for speed violations 6 mph over limit and above.
- d) 24-inch wide x 20-inch height “YOUR SPEED” display with 4-inch black lettering, black border on high intensity yellow sheeting on aluminum backing with rounded corners.
- e) 24-inch wide x 30-inch height, 25 mph SPEED LIMIT sign, R2-1.
- f) 24-inch wide x 9-inch height SCHOOL sign, S4-3, high intensity yellow.
- g) Detection of speed for approaching vehicles only.
- h) Tracking traffic counts, speed, and time of day capability.
- i) Minimum 50 watt solar power panel. Solar power capable of supplying sufficient energy to batteries for running all equipment year round.
- j) Solar powered DC battery backup in secure and tamper proof cabinet.
- k) 18-foot long, 4-inch round, schedule 40 galvanized steel post and rain cap. A 12-inch piece of #4 rebar shall be welded or placed through the post 18-inches below grade perpendicular to the post.
- l) Anti-theft mounting brackets for radar feedback display, speed check cabinet, and YOUR SPEED display, R2-1 SPEED LIMIT sign, S4-3 SCHOOL sign, battery backup cabinet, and solar panel. All signs and equipment brackets and/or hardware shall be mounted to 4-inch round pole. All cabinets shall be secure and/or anti-theft. One copy of all keys and anti-theft tools shall be provided to City.
- m) All equipment, materials, hardware, tools, accessories, and labor to complete installation.
- n) Two year full replacement warranty for radar speed check, feedback display, solar panel, battery backup and electronic components.

3.03.03 – Data Collection Software

- a) Capability of retrieving data from speed radar information storage device via wireless blue tooth communicating with laptop (**laptop not included**).
- b) Format of data collected shall be compatible with Microsoft Excel.
- c) Data software shall be capable for printing informational reports in a statistical format that includes traffic speed, traffic volume, and time of day.
- d) Software shall be compatible with Microsoft Office 2007.

SECTION 3.04 CHANGES IN WORK

3.04.01 – General

The City may require changes in, additions to, or deductions from the Work, including complete termination thereof. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such change, addition, or deduction shall be determined as set forth in Section 3.04.02 of **Section 3.04**.

The City's Representative may order minor changes in the Work not involving an increase or decrease in the Contract amount, not involving a change in the time for completion, and not inconsistent with the purposes for which the Work is being constructed. If the Contractor believes that any order for minor changes in the Work involves changes in the Contract amount or time for completion, it shall not proceed with the minor changes so ordered and shall within seven days of the receipt of such order notify the City's Representative in writing of its estimate of the changes in the Contract amount and time for completion it believes to be appropriate.

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

3.04.02 – Payment for Changes in the Work

Changes in, additions to, or deductions from the Work, including increases or decreases in the quantity of any item or portion of the Work, shall be set forth in a written Contract Change Order executed by the City and by the Contractor which shall specify:

The changes, additions, and deductions to be made.

The increase or decrease in compensation due the Contractor, if any.

Adjustment in the time of completion, if any.

Adjustment in the compensation due the Contractor shall be determined by one or more of the following methods in the order of precedence listed below:

Unit prices contained in the Contract.

Mutually agreeable lump-sum or unit prices. If requested by the City's Representative, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing proposed lump-sum and unit prices.

Force account whereby the Contractor is compensated for furnishing labor, materials, tools, and equipment as follows:

Cost of labor plus 15 percent for workers directly engaged in the performance of the Work. Cost of labor shall include actual wages paid including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes plus payments imposed on payroll amounts by state and federal laws plus subsistence and travel allowance payments to workers.

Cost of material plus 15 percent. Cost of material shall include sales tax, freight, and delivery charges. The City reserves the right to furnish such materials as it deems advisable and the Contractor shall not be paid the 15 percent markup on such materials.

For tools and equipment actually engaged in the performance of the Work, rental rates plus 15 percent. The rental rates shall be those prevailing in the area where the Work is performed. No rental charge shall be made for the use of tools or equipment having a replacement value of \$500 or less.

Subcontractor invoices to the Contractor plus 5 percent. Subcontractor invoices shall be based on the above-described cost of labor plus 15 percent cost of material plus 15 percent, and tool and equipment rental rates plus 15 percent.

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

For forced account Work, the Contractor shall submit to the City's Representative for its verification daily work sheets showing an itemized breakdown of labor, materials, tools, and equipment used in performing the Work. No payment will be made for work not verified by the City's Representative.

SECTION 4.00 BID PROPOSAL

**ALL FORMS IN THIS SECTION SHALL BE COMPLETED
AND SUBMITTED**

SECTION 4.01 BID FORM

Contractor agrees to perform all the Work described in the Provisions and Plans of the **7th Street Crosswalk and Radar Speed Signs** project represented in the Total Bid Price. Contractor understands that the quantity and unit shown for Speed Radar signs/posts is per each sign/post. The quantity and unit shown for software is one (1) complete software package. Contractor understands the Unit Price shown in this Bid Form for each Bid Item and the value will be entered in numerals. Contractor understands the Amount for each Bid Item and the value will be entered in numerals. In case of discrepancy between the Unit Price and the Amount thereof, the Unit Price value shall be considered as correct when evaluating Bid Proposal.

ITEM NO.	BID ITEM	QUANTITY AND UNIT	UNIT PRICE	AMOUNT
1	Speed Check Radar Sign with Post	14 EA	\$ _____	\$ _____
2	Data Collection Software	1 EA	\$ _____	\$ _____
TOTAL BID PRICE:				\$ _____

Total Bid Price Written: _____

_____ Date	_____ Signature
	_____ Title
(Seal-if Bid by a corporation)	_____ Company
	_____ Address
	_____ License Number
_____ Attest	_____ Class and Expiration Date

The representations made herein are made under penalty of perjury. Information contained in the Bid Proposal which is proven false shall be considered nonresponsive and this Bid Proposal shall be rejected.

SECTION 4.02 BID BOND

We, _____

as Contractor, and _____

as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and

assigns, as set forth herein, to the **City of Los Banos** (herein called City) for payment

of the penal sum of _____

_____ Dollars (\$ _____),

lawful money of the United States. Contractor has submitted the accompanying Bid Proposal for the

construction of: **7th Street Crosswalk and Radar Speed Signs.**

If the Contractor is awarded the contract and enters into a written contract, in the form prescribed by the City, at the price designated by Bid Proposal, and files two bonds with the City, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the City, and carries all insurance in type and amount which conforms to the Provisions and Plans and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the City from seeking all other remedies provided by law to cover losses sustained as a result of the Contractor's failure to do any of the foregoing.

Contractor and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorney's fees incurred with or without suit.

Executed on _____, 20____

Contractor

(Seal if Corporation)

By: _____

Title _____

(Attach Acknowledgment of Authorized Representative of Contractor)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of process in California, if different from above)

_____ (phone number of Surety's agent in California)

(Attach Acknowledgment)

Surety

By _____

(Attorney-in-Fact)

Notice: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

PLEASE NOTE: This information may be submitted with your Bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received with the construction schedule and both securities/bonds. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive.

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

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

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

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

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

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

**EXHIBIT 15-H DBE INFORMATION – GOOD FAITH EFFORTS
DBE INFORMATION – GOOD FAITH EFFORTS**

Federal-aid Project No. _____ Bid Opening Date _____

The City of Los Banos established a Disadvantaged Business Enterprise (DBE) goal of **1.818%** for this project. The information provided herein shows that a good faith effort was made.

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

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

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

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results
<hr/>		

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

SECTION 4.04 EQUAL EMPLOYMENT OPPORTUNITY

I _____ hereby certify that Contractor and Subcontractor
(Name of Contractor)

- Have
- Have 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, have 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.

Name of Contractor

Address

City, State, Zip Code

Authorized Signature

Date

**NOTICE OF MATERIALS TO BE USED
 INSTRUCTIONS TO CONTRACTOR**

Section 6 of the *Standard Specifications* states that the contractor shall furnish the resident engineer a list of the contractor's sources of materials and the locations at which those materials will be available for inspection. The list shall be submitted on a state-furnished form and shall be furnished to the resident engineer in sufficient time to permit inspecting and testing of materials to be furnished from the listed sources in advance of their use.

In order to avoid delay in approval of materials, the Department of Transportation must receive, in a timely manner, your faxed Form CEM-3101, "Notice of Materials to Be Used." When filing your Form CEM-3101, please comply with the following as closely as possible:

The contract number and job limits should be the same as they appear on the special provisions.

The column headed "Contract Bid Item Number" refers to the sequential item number of the contract.

The column headed "Item Code" refers to the number for which the material is to be used. It is a six-digit number.

The column headed "Contract Item Description" refers to an item description of the material as described in the special provisions.

The columns headed "Item Component" and "Item Sub-Component" refer to the specific description of material to be used, not necessarily the name of the contract item.

For Example:

Contract Bid Item Number (2)	Item Code (3)	Contract Item Description (4)	Item Component (5)	Item Sub-Component (5)
01	520101	Bar reinforcing steel	Coupler (service splice)	Service splice, CJP welded

The column headed "Manufacturer/Provider" refers to the manufacturer/fabricator of the item and the supplier/vendor of the item. List the name and address of the manufacturer/fabricator. Also, list the name and address where inspection will occur, if different from the manufacturer/fabricator.

Form CEM-3101, "Notice of Materials to Be Used," must be faxed to (916) 227-7084, Attn: Materials Administrator or postal mail to: Material Engineering & Testing Services, 5900 Folsom Blvd., Sacramento, CA 95819.

If the sources of all materials are not known at the beginning of a contract, report those known. Supplemental "Notice of Materials to Be Used" should be submitted for the others as soon as possible thereafter. Do not delay submitting the original notice until all information is known. All changes in kinds and sources of materials to be used should be reported on supplemental "Notices of Materials to Be Used" immediately. Retain your copy and mail all other copies to the resident engineer.

Note: When placing orders for materials that required inspection prior to shipment, be sure to indicate on your order that state inspection is required.

SECTION 4.08

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p style="text-align: right;">For Material Change Only: year ____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p style="text-align: center;">Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="text-align: center;">Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p style="text-align: right;">CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>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:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>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.</p>		
<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>		<p style="text-align: center;">Authorized for Local Reproduction Standard Form - LLL</p>
<p>Federal Use Only:</p>		

Standard Form LLL Rev. 09-12-97

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

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

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

16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

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

SECTION 4.09 DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

Name of Contractor

Address

City, State, Zip Code

Authorized Signature

Date

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.

SECTION 4.10 CERTIFICATE OF CONTRACTOR

I, _____ certify that I am a/the
_____ [designate sole proprietor, partner in partnership, or
specify corporate office, e.g., secretary] with Contractor License Number _____
in the entity named as Contractor in the foregoing contract. I hereby expressly certify that
the name of the entity to which I am associated is _____;
that this entity is in good standing and has complied with all applicable laws and regulations, and
that I have been expressly authorized by the proper parties in this entity to execute this contract
on behalf of the above-named entity.

ATTEST:

Name : _____
(Please Type)

Title: _____

On this _____ day of _____ 20____, before me personally came
_____ to me known, or proven to me on the basis of satisfactory evidence,
who being duly sworn, did depose and say: that (he/she) is an authorized representative
of the Contractor and acknowledged to me that (he/she) executed the within instrument on
behalf of said Contractor, _____.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first
above written.

Notary Public

SECTION 4.11 BUY AMERICA

**CERTIFICATE OF COMPLIANCE
WITH SECTION 165(b) (3)**

The Contractor hereby certifies that they **WILL COMPLY** with the requirements of Section 165 (b) (3) of the Surface Transportation Assistance Act of 1982 and the regulations in 49 CFR 661.11.

Authorized Signature

Title

Date

SECTION 4.12 ADDENDUM

Contractor acknowledges receipt of the following Addenda:

No. _____, dated _____, 20__ Signed: _____

No. _____, dated _____, 20__ Signed: _____

No. _____, dated _____, 20__ Signed: _____

SECTION 5.01 AGREEMENT

This Agreement made and entered into by and between the City of Los Banos, hereinafter referred to as "City" and _____
a corporation under the laws of the State of _____ ;
a partnership composed of _____ ;
a joint venture composed of _____ ;
an individual doing business as _____ ;
hereinafter referred to as "Contractor." City and Contractor agree as follows:

5.01.01 – Scope of Work

The Contractor shall furnish all labor, materials and equipment necessary to complete the Work as shown on the Plans, as specified in the Provisions, and in strict accordance with the conditions of the Contract. All incidental work not shown on the Plans or specified herein which is necessary to complete the Work shall be furnished and installed as part of this Contract at no additional cost to the City. The Work shall be complete and ready for service as shown on the Plans and/or specified to the satisfaction of the City. The Contractor is advised to inspect the site to observe actual working conditions. The Work is generally described as furnishing and installing fourteen (14) Solar Powered LED Speed Radar and Feedback Display Signs and furnishing one (1) Data Collection Software.

Special Note: The 7th Street Crosswalk named in the project title has been eliminated from the scope of work.

5.01.02 – Notice of Award

The City Council of the City of Los Banos shall decide the resolution for the Award of Contract for the 7th Street Crosswalk and Radar Speed Signs in a regular session of the council. The City shall have ten (10) consecutive calendar days to notify Contractor of Contract Award.

5.01.03 – Construction Schedule

After Notice of Award of the Contract and prior to start of any work, the Contractor shall submit its proposed construction schedule to the City for approval. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show chronological relationship of all activities of the Work.

5.01.04 – Securities and Bonds

After Notice of Award of the Contract and prior to start of any work, the Contractor shall submit a Payment Security payable to the City of Los Banos for an amount not less than 100% of the Contract Award Price or a Payment Surety Bond executed by a surety authorized by the Insurance Commissioner to transact business of insurance in the State of California. After Notice of Award of the Contract and prior to start of any Work, the Contractor shall submit a Performance Security payable to the City of Los Banos for an amount not less than 100% of the Contract Award Price or a Performance Surety Bond executed by a surety authorized by the Insurance Commissioner to transact business of insurance in the State of California. Contractor shall submit both securities/bonds with construction schedule.

5.01.05 – Notice to Proceed

The City shall have fifteen (15) consecutive calendar days after receipt of the securities/bonds and construction schedule to notify Contractor with the Notice to Proceed.

5.01.06 – Commencement of Work

The Work shall start within fifteen (15) consecutive calendar days from the date on the Notice to Proceed or from the actual first day Contractor starts Work.

5.01.07 – Time for Completion

The Work shall be completed within seventy-five (75) consecutive calendar days from date the Notice to Proceed is received by Contractor or from the actual first day Contractor starts Work.

5.01.08 – Contract Price

City will pay Contractor in accordance with the Total Bid Price shown on the Bid Form.

5.01.09 – Payments

City shall pay Contractor for completion of the Work in accordance with Section 1.03.13 and 1.03.14 of the Special Provisions, an amount in current funds equal to the sum of the Unit Price times quantities completed. The filing of the Notice of Completion shall be preceded by acceptance of the Work made only by an action of the City Council in session.

5.01.10 – Accounting Records

Contractor shall check all equipment, materials, hardware, electronics, and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the accounting methods shall be satisfactory to City. City shall be afforded access to all Contractors records, books, correspondence instructions, drawing, receipts, vouchers, memoranda, and similar data relating to the cost of the Work and Contractor’s fee. Contractor shall preserve all such documents for a period of three years after the final payment by City.

5.01.11 – Contract Documents

The Complete Contract Documents set forth herein include: the entire sections of Special Provisions, Federal Provisions, Technical Provisions, Bid Proposal, Agreement, Bonding, Plans, and any Addendums.

This Agreement is executed by the City pursuant to an action of its City Council in session on _____, 20____, authorizing the same and Contractor has caused this Agreement to be duly executed. The effective date will be the last date of execution by the parties.

Date

By: _____
Authorized Representative of City

Title: _____

Date

By: _____
Authorized Representative of Contractor

Title: _____

(Seal if Corporation)

(Attach Acknowledgement for Authorized Representative of Contractor)

APPROVED:

(Attorney for City)

Agreement - Page 2 of 2

SECTION 5.02 PAYMENT BOND

We, _____

as Contractor, and _____

as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and

assigns, as set forth herein, to the **City of Los Banos** (herein called City) for payment

of the penal sum of _____

_____ Dollars (\$ _____),

lawful money of the United States. City has awarded Contractor a Contract for the construction of

7th Street Crosswalk and Radar Speed Signs.

If Contractor or any of his Subcontractors fails to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract or during the one-year guarantee period, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the Work to be performed, or the Provisions and Plans shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Contractor and Surety agree that should City become a party to any action on this bond that, each will also pay City's reasonable attorney's fees incurred therein in addition to the above sum.

Executed in four original counterparts on : _____, 20_____

Contractor

(Seal if Corporation)

By: _____

Title: _____

(Attach Acknowledgment of Authorized Representative of Contractor)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of process in California, if different from above)

_____ (phone number of Surety's agent in California)

(Attach Acknowledgment)

Surety

By _____
(Attorney-in-Fact)

Approved:

(Attorney for City)

Notice: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

SECTION 5.03 PERFORMANCE BOND

We, _____

as Contractor, and _____

as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and

assigns, as set forth herein, to the **City of Los Banos** (herein called City) for payment

of the penal sum of _____

_____ Dollars (\$_____),

lawful money of the United States. City has awarded Contractor a contract for the construction of

7th Street Crosswalk and Radar Speed Signs.

The condition of this obligation is such that if the Contractor shall in all things abide by and well and truly keep and perform the covenants, and agreements in the said Contract, and any alteration thereof made as therein provided, on his part to be kept and performed at the time and in the manner therein specified, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall indemnify and save harmless the City and the City's Representative, and their consultants, and each of their directors, officers, employees and agents, as therein stipulated, this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

The Performance Bond shall remain in full effect during the one-year guarantee period for the Project.

Surety 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 plans and specifications shall in anyway affect its obligation in the bond, and it does hereby waive notice thereof.

Contractor and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorney's fees incurred with or without suit, in addition to the above sum.

Executed in four original counterparts on : _____, 20____

Contractor

(Seal if Corporation)

By: _____

Title: _____

(Attach Acknowledgment of Authorized Representative of Contractor)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of process in California, if different from above)

_____ (phone number of Surety's agent in California)

(Attach Acknowledgment)

Surety

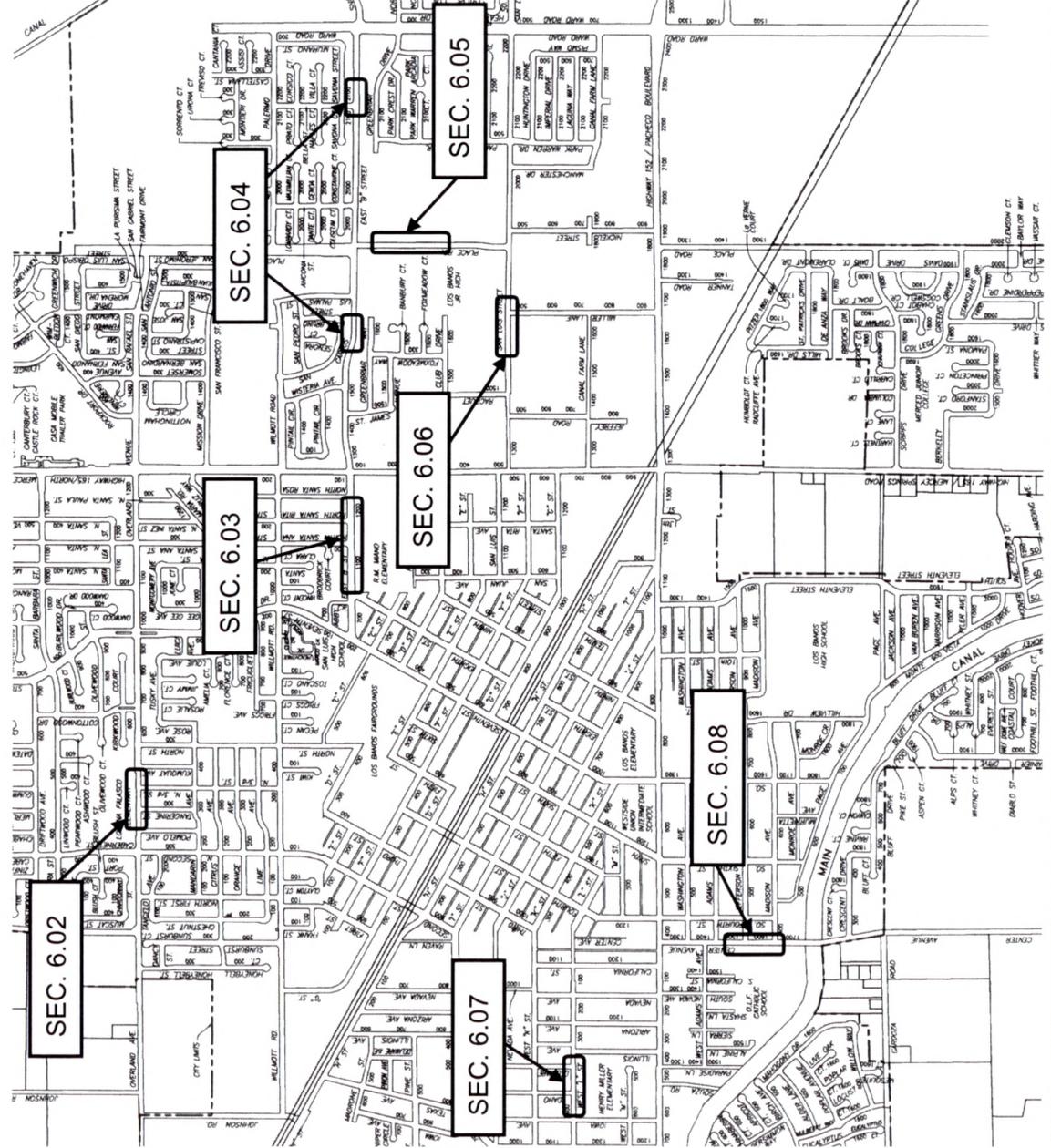
By _____
(Attorney-in-Fact)

Approved:

(Attorney for City)

Notice: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

CITY OF LOS BANOS 7TH STREET CROSSWALK AND RADAR SPEED SIGNS SRTSL-5160 (020)



DRAWING	DESCRIPTION
6.01	LOCATION AREA MAP
6.02	LOCATION 1-SPEED RADAR SIGN
6.03	LOCATION 2-SPEED RADAR SIGN
6.04	LOCATION 3-SPEED RADAR SIGN
6.05	LOCATION 4-SPEED RADAR SIGN
6.06	LOCATION 5-SPEED RADAR SIGN
6.07	LOCATION 6-SPEED RADAR SIGN
6.08	LOCATION 7-SPEED RADAR SIGN
6.09	FOOTING DETAIL



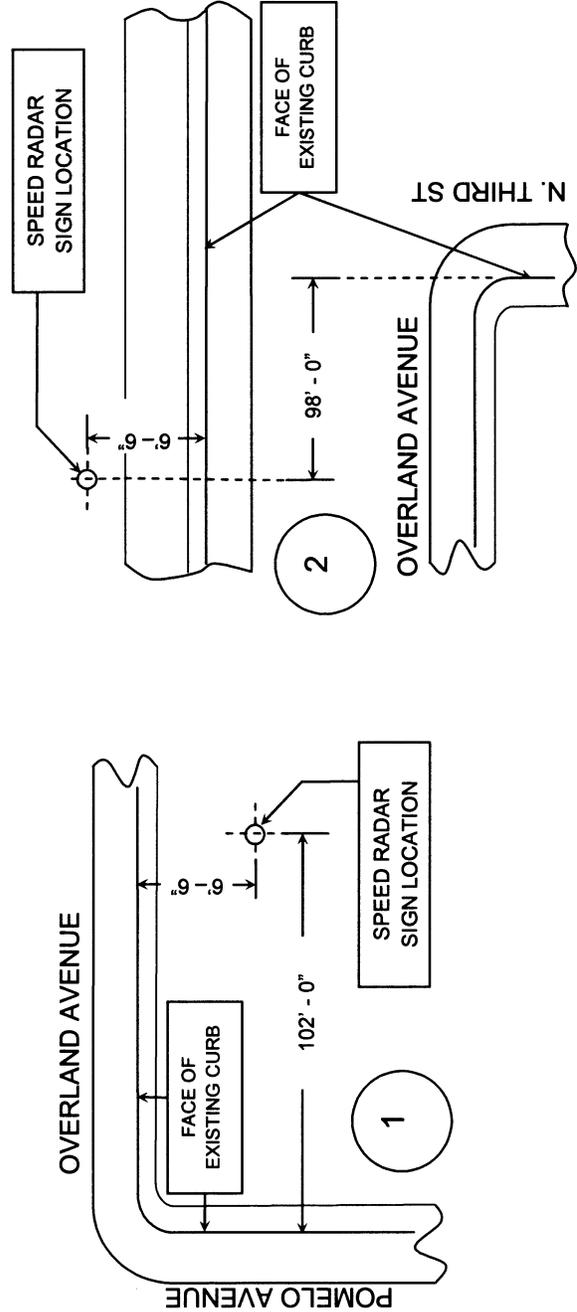
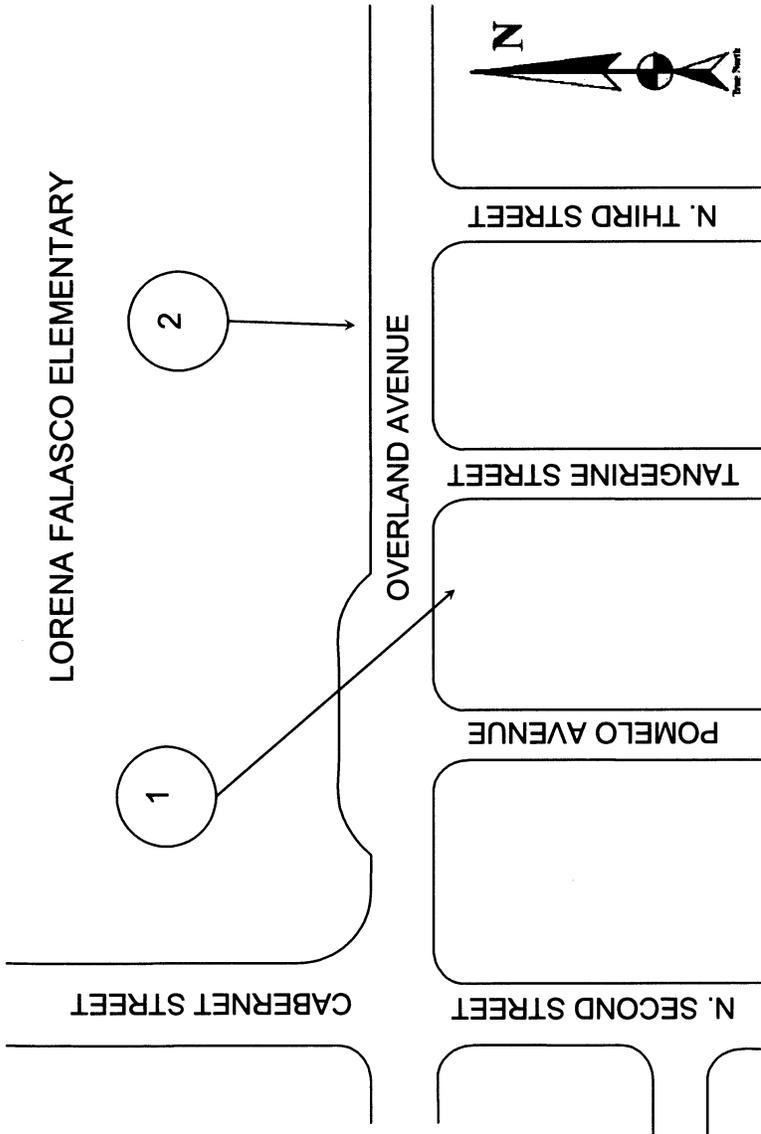
LOCATION AREA MAP & INDEX OF DRAWINGS

DESIGNED BY: MARK FACHIN
 DRAWN BY: TIM BAPTISTA

DATE: 9/17/2012
 SCALE: NOT TO SCALE

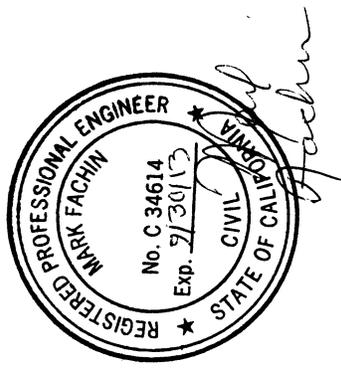
6.01

LORENA FALASCO ELEMENTARY



CONSTRUCTION NOTES

1. ALL MEASUREMENTS ARE APPROXIMATE
2. ALL POST HOLES SHALL BE INSPECTED PRIOR TO PLACEMENT OF POST, CONCRETE OR DIRT
3. EACH POST LOCATION SHALL HAVE USA LOCATE. CALL PRIOR TO DIGGING OF POST HOLE
4. ALL POST HOLES SHALL MEET MUTCD 2012, ADA, AND LOCAL STANDARDS
5. EACH POST LOCATION SHALL BE KEPT ORDERLY AND SAFE THROUGHOUT THE PROJECT
6. ALL PUBLIC R.O.W. (RIGHT OF WAYS) SHALL REMAIN ACCESSIBLE DURING CONSTRUCTION. ANY CLOSURE OF RIGHT R.O.W. SHALL HAVE PRIOR APPROVAL FROM OWNER

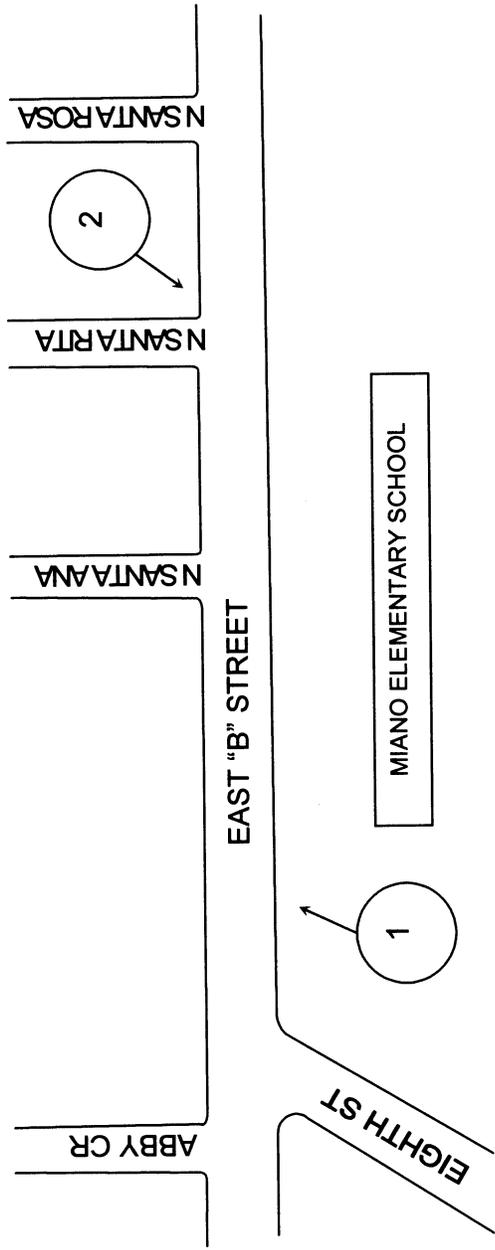


CITY OF LOS BANOS 7TH STREET
 CROSSWALK AND RADAR SPEED SIGNS
 SRTSL-5160 (020)

DESIGNED BY: MARK FACHIN
 DRAWN BY: TIM BAPTISTA

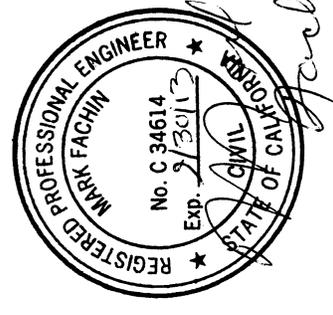
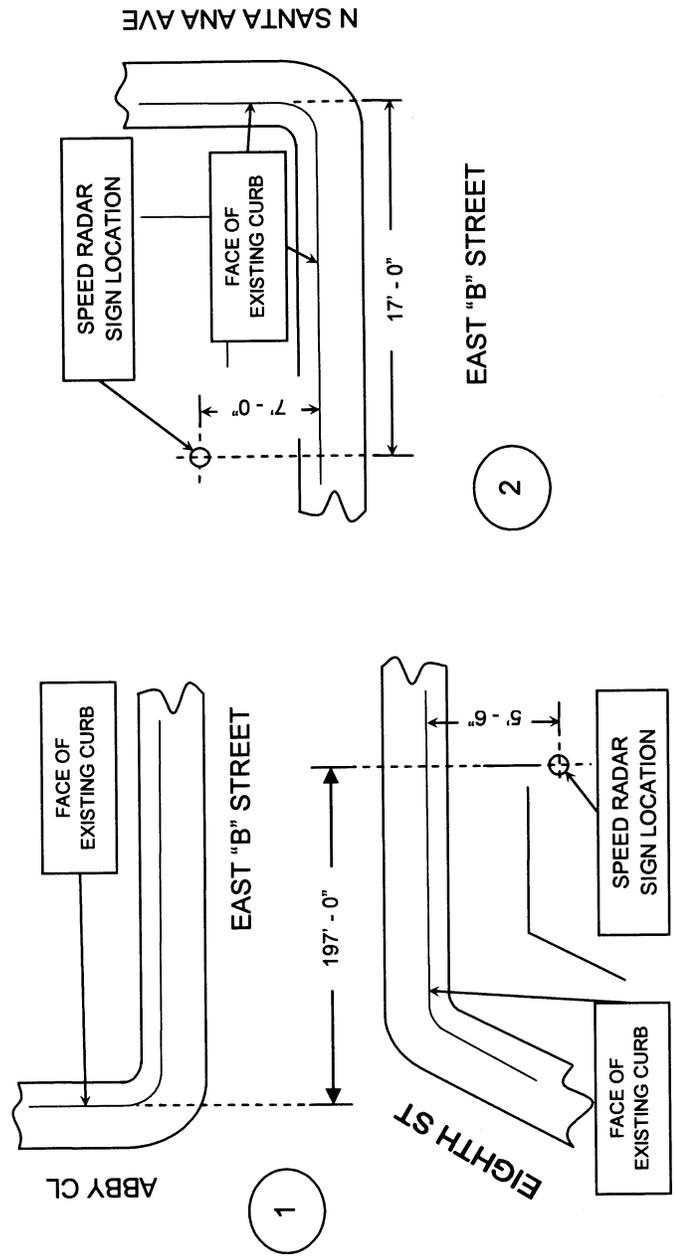
DATE: 9/17/2012
 SCALE: NOT TO SCALE

SECTION:
6.02

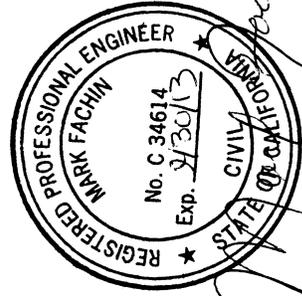
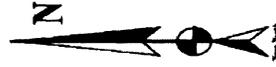
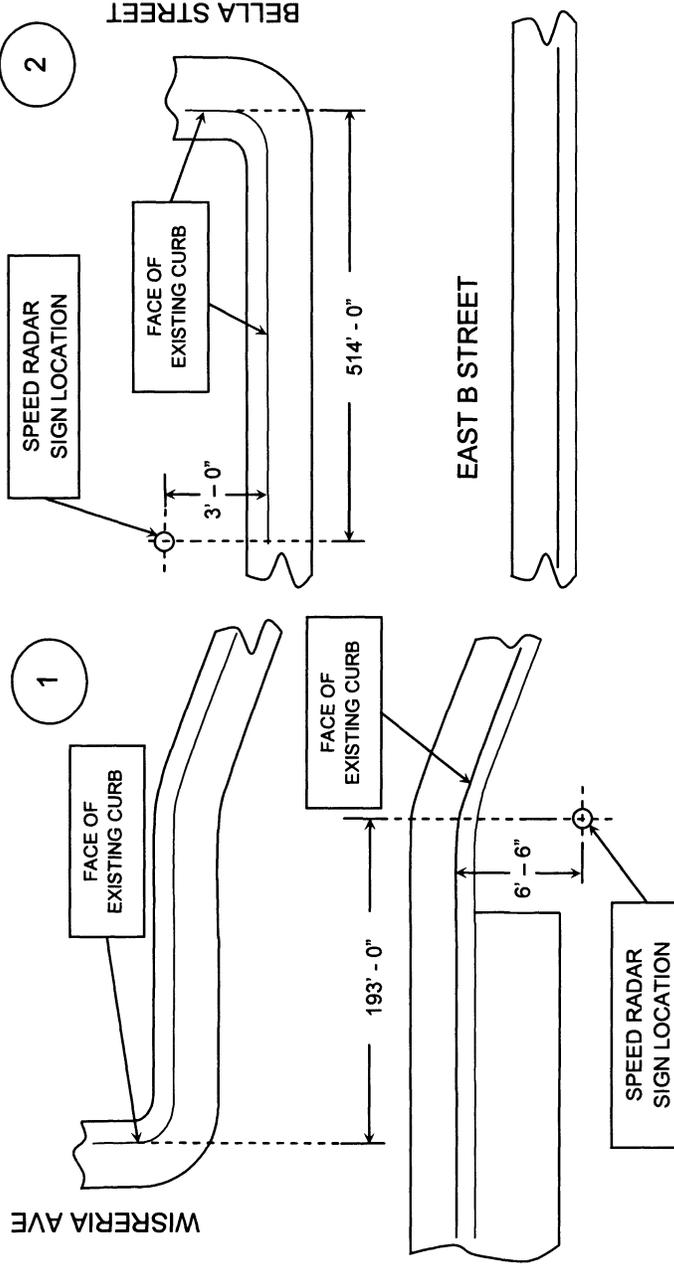
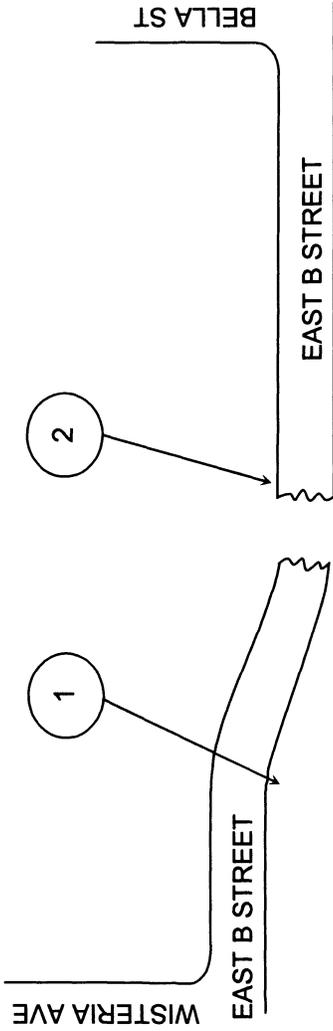


CONSTRUCTION NOTES

1. ALL MEASUREMENTS ARE APPROXIMATE
2. ALL POST HOLES SHALL BE INSPECTED PRIOR TO PLACEMENT OF POST, CONCRETE OR DIRT HOLE
3. EACH POST LOCATION SHALL HAVE USA LOCATE. CALL PRIOR TO DIGGING OF POST HOLE
4. ALL POST HOLES SHALL MEET MUTCD 2012, ADA, AND LOCAL STANDARDS
5. EACH POST LOCATION SHALL BE KEPT ORDERLY AND SAFE THROUGHOUT THE PROJECT
6. ALL PUBLIC R.O.W. (RIGHT OF WAYS) SHALL REMAIN ACCESSIBLE DURING CONSTRUCTION. ANY CLOSURE OF RIGHT R.O.W. SHALL HAVE PRIOR APPROVAL FROM OWNER



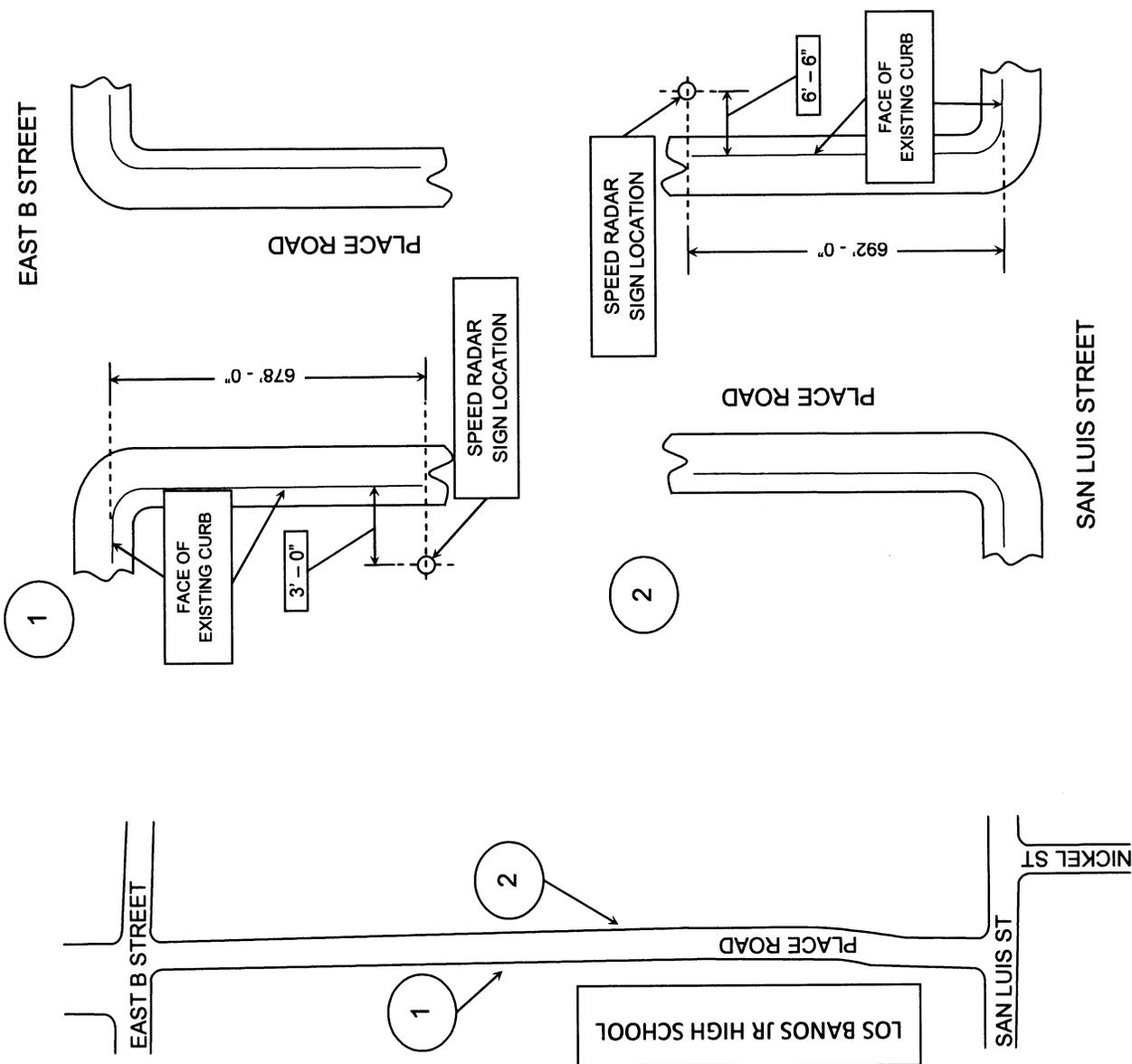
CITY OF LOS BANOS 7 TH STREET CROSSWALK AND RADAR SPEED SIGNS SRTSL-5160 (020)	DESIGNED BY: MARK FACHIN	DATE: 9/27/2012	SECTION:
	DRAWN BY: TIM BAPTISTA	SCALE: NOT TO SCALE	6.03



CONSTRUCTION NOTES

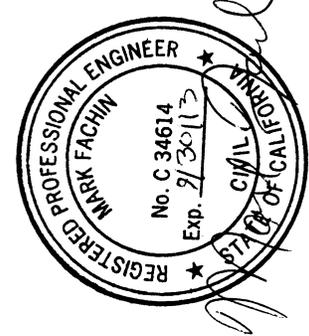
1. ALL MEASUREMENTS ARE APPROXIMATE
2. ALL POST HOLES SHALL BE INSPECTED PRIOR TO PLACEMENT OF POST, CONCRETE OR DIRT
3. EACH POST LOCATION SHALL HAVE USA LOCATE. CALL PRIOR TO DIGGING OF POST HOLE
4. ALL POST HOLES SHALL MEET MUTCD 2012, ADA, AND LOCAL STANDARDS
5. EACH POST LOCATION SHALL BE KEPT ORDERLY AND SAFE THROUGHOUT THE PROJECT
6. ALL PUBLIC R.O.W. (RIGHT OF WAYS) SHALL REMAIN ACCESSIBLE DURING CONSTRUCTION. ANY CLOSURE OF RIGHT R.O.W. SHALL HAVE PRIOR APPROVAL FROM OWNER

CITY OF LOS BANOS 7 TH STREET CROSSWALK AND RADAR SPEED SIGNS SRTSL-5160 (020)	DESIGNED BY: MARK FACHIN DRAWN BY: TIM BAPTISTA	DATE: 9/25/2012 SCALE: NOT TO SCALE	SECTION: 6.04



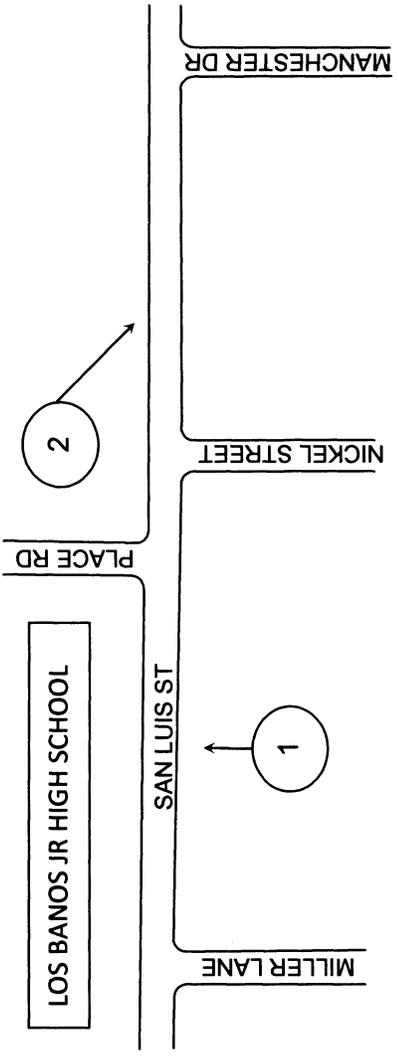
CONSTRUCTION NOTES

1. ALL MEASUREMENTS ARE APPROXIMATE
2. ALL POST HOLES SHALL BE INSPECTED PRIOR TO PLACEMENT OF POST, CONCRETE OR DIRT
3. EACH POST LOCATION SHALL HAVE USA LOCATE. CALL PRIOR TO DIGGING OF POST HOLE
4. ALL POST HOLES SHALL MEET MUTCD 2012, ADA, AND LOCAL STANDARDS
5. EACH POST LOCATION SHALL BE KEPT ORDERLY AND SAFE THROUGHOUT THE PROJECT
6. ALL PUBLIC R.O.W. (RIGHT OF WAYS) SHALL REMAIN ACCESSIBLE DURING CONSTRUCTION. ANY CLOSURE OF RIGHT R.O.W. SHALL HAVE PRIOR APPROVAL FROM OWNER



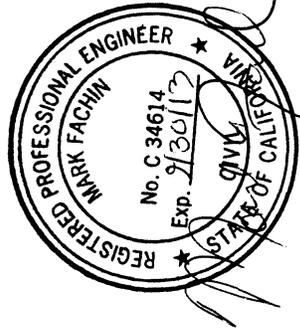
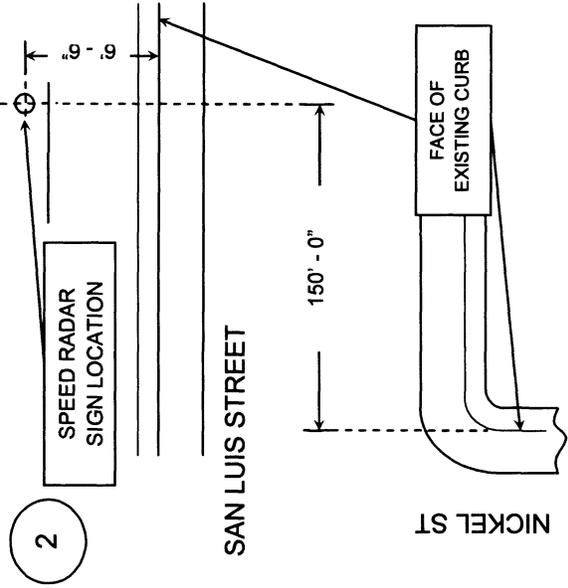
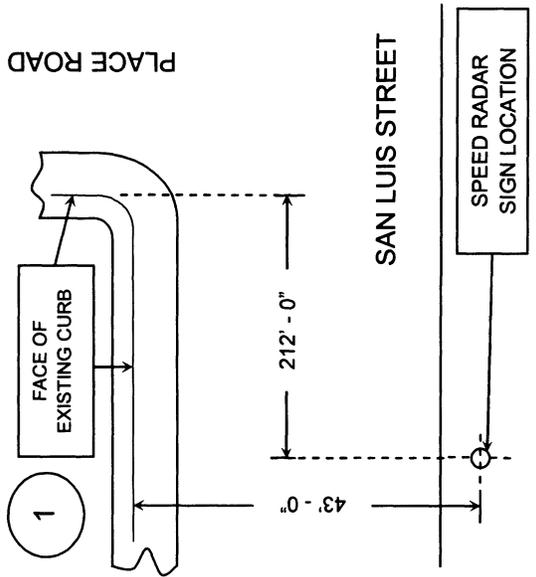
CITY OF LOS BANOS 7TH STREET CROSSWALK AND RADAR SPEED SIGNS SRTSL-5160 (020)	DESIGNED BY: MARK FACHIN DRAWN BY: TIM BAPTISTA	DATE: 9/26/2012 SCALE: NOT TO SCALE	SECTION: 6.05
---------------------------------------------------------------------------------------------------------	----------------------------------------------------	----------------------------------------	-------------------------

LOS BANOS JR HIGH SCHOOL



CONSTRUCTION NOTES

1. ALL MEASUREMENTS ARE APPROXIMATE
2. ALL POST HOLES SHALL BE INSPECTED PRIOR TO PLACEMENT OF POST, CONCRETE OR DIRT
3. EACH POST LOCATION SHALL HAVE USA LOCATE. CALL PRIOR TO DIGGING OF POST HOLE
4. ALL POST HOLES SHALL MEET MUTCD 2012, ADA, AND LOCAL STANDARDS
5. EACH POST LOCATION SHALL BE KEPT ORDERLY AND SAFE THROUGHOUT THE PROJECT
6. ALL PUBLIC R.O.W. (RIGHT OF WAYS) SHALL REMAIN ACCESSIBLE DURING CONSTRUCTION. ANY CLOSURE OF RIGHT R.O.W. SHALL HAVE PRIOR APPROVAL FROM OWNER

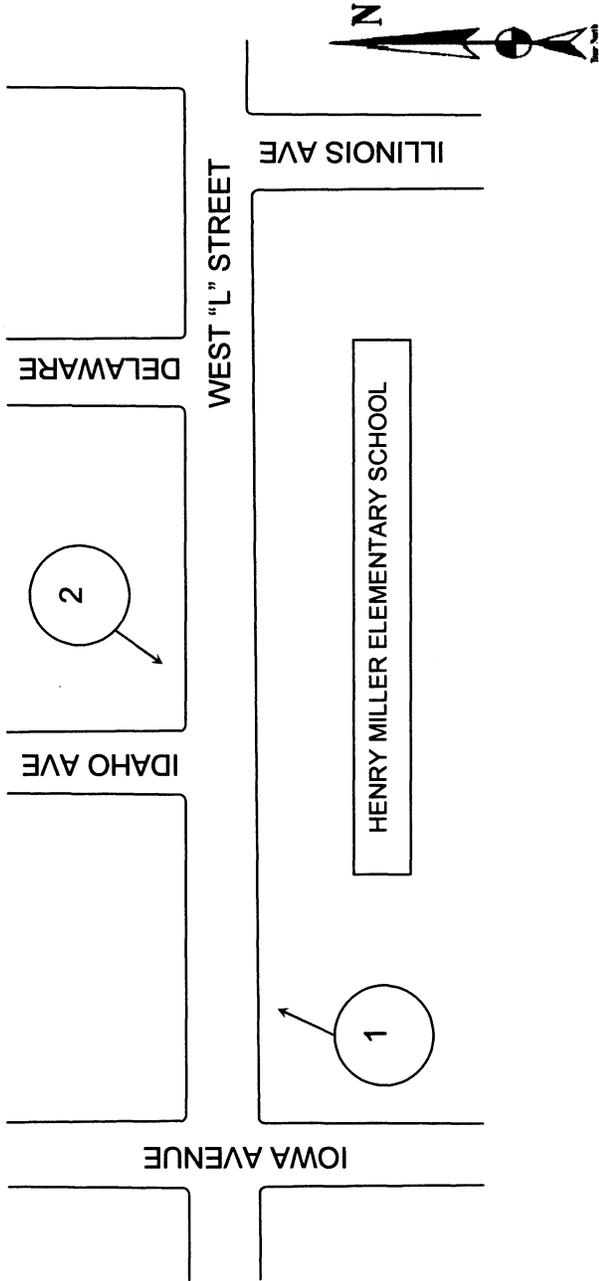


CITY OF LOS BANOS 7TH STREET
 CROSSWALK AND RADAR SPEED SIGNS
 SRTSL-5160 (020)

DESIGNED BY: MARK FACHIN
 DRAWN BY: TIM BAPTISTA

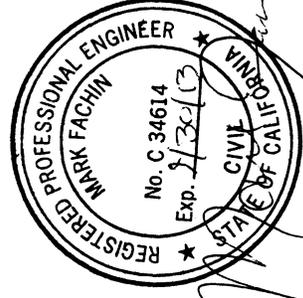
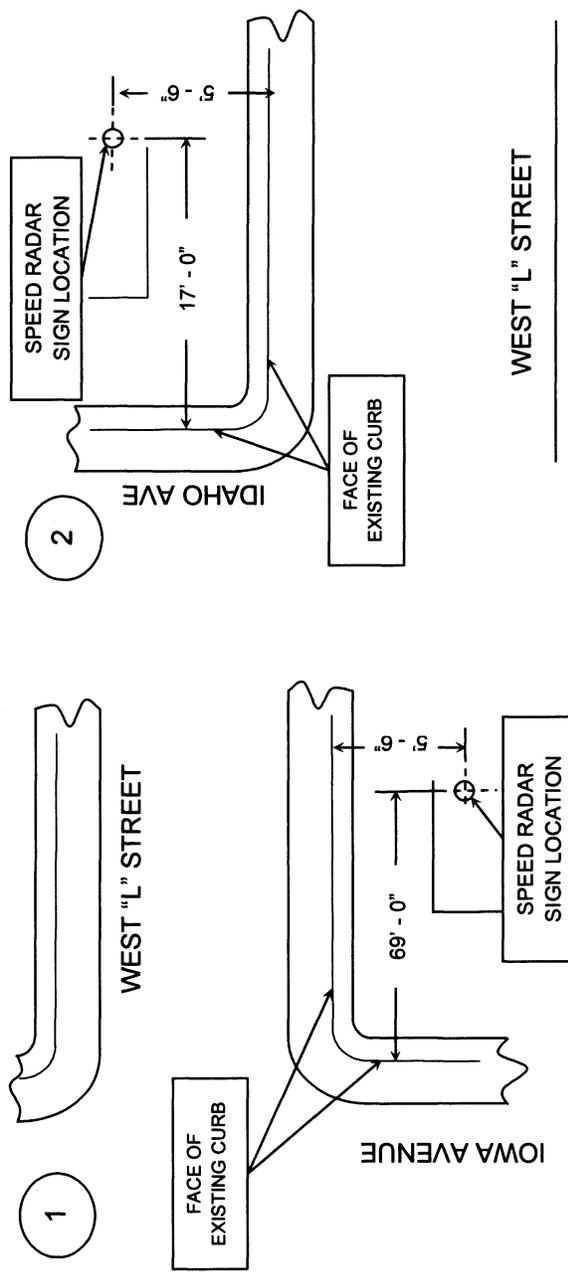
DATE: 9/26/2012
 SCALE: NOT TO SCALE

SECTION:
6.06

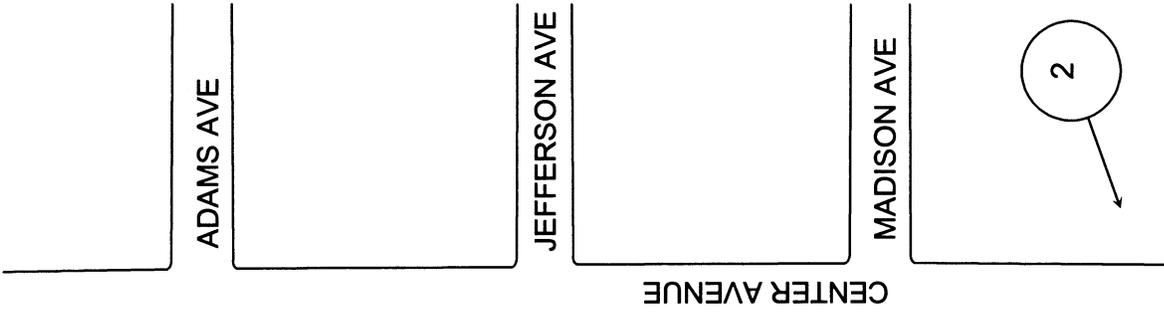


CONSTRUCTION NOTES

1. ALL MEASUREMENTS ARE APPROXIMATE
2. ALL POST HOLES SHALL BE INSPECTED PRIOR TO PLACEMENT OF POST, CONCRETE OR DIRT
3. EACH POST LOCATION SHALL HAVE USA LOCATE. CALL PRIOR TO DIGGING OF POST HOLE
4. ALL POST HOLES SHALL MEET MUTCD 2012, ADA, AND LOCAL STANDARDS
5. EACH POST LOCATION SHALL BE KEPT ORDERLY AND SAFE THROUGHOUT THE PROJECT
6. ALL PUBLIC R.O.W. (RIGHT OF WAYS) SHALL REMAIN ACCESSIBLE DURING CONSTRUCTION. ANY CLOSURE OF RIGHT R.O.W. SHALL HAVE PRIOR APPROVAL FROM OWNER

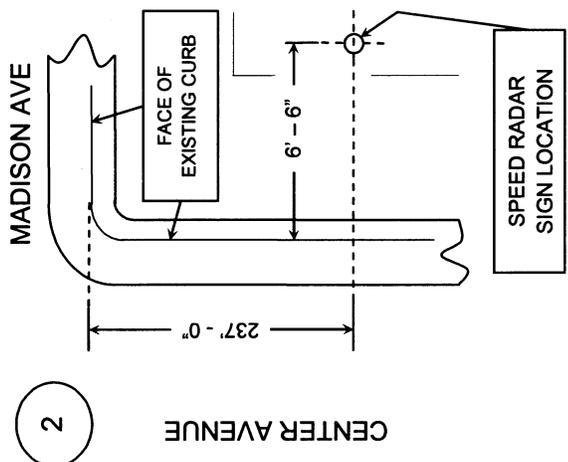
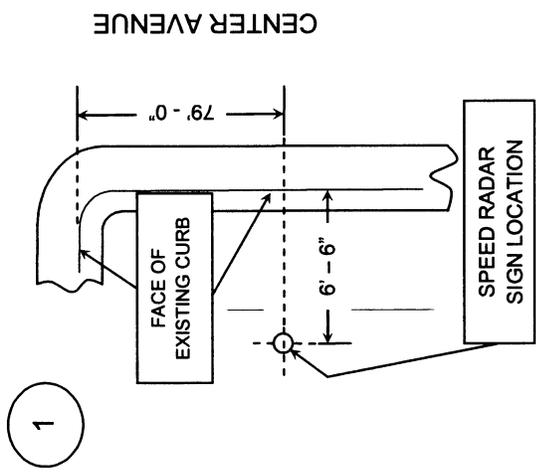
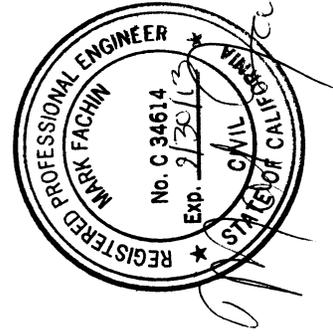


CITY OF LOS BANOS 7 TH STREET CROSSWALK AND RADAR SPEED SIGNS SRTSL-5160 (020)	DESIGNED BY: MARK FACHIN DRAWN BY: TIM BAPTISTA	DATE: 9/27/2012 SCALE: NOT TO SCALE	SECTION: 6.07



CONSTRUCTION NOTES

1. ALL MEASUREMENTS ARE APPROXIMATE
2. ALL POST HOLES SHALL BE INSPECTED PRIOR TO PLACEMENT OF POST, CONCRETE OR DIRT
3. EACH POST LOCATION SHALL HAVE USA LOCATE. CALL PRIOR TO DIGGING OF POST HOLE
4. ALL POST HOLES SHALL MEET MUTCD 2012, ADA, AND LOCAL STANDARDS
5. EACH POST LOCATION SHALL BE KEPT ORDERLY AND SAFE THROUGHOUT THE PROJECT
6. ALL PUBLIC R.O.W. (RIGHT OF WAYS) SHALL REMAIN ACCESSIBLE DURING CONSTRUCTION. ANY CLOSURE OF RIGHT R.O.W. SHALL HAVE PRIOR APPROVAL FROM OWNER



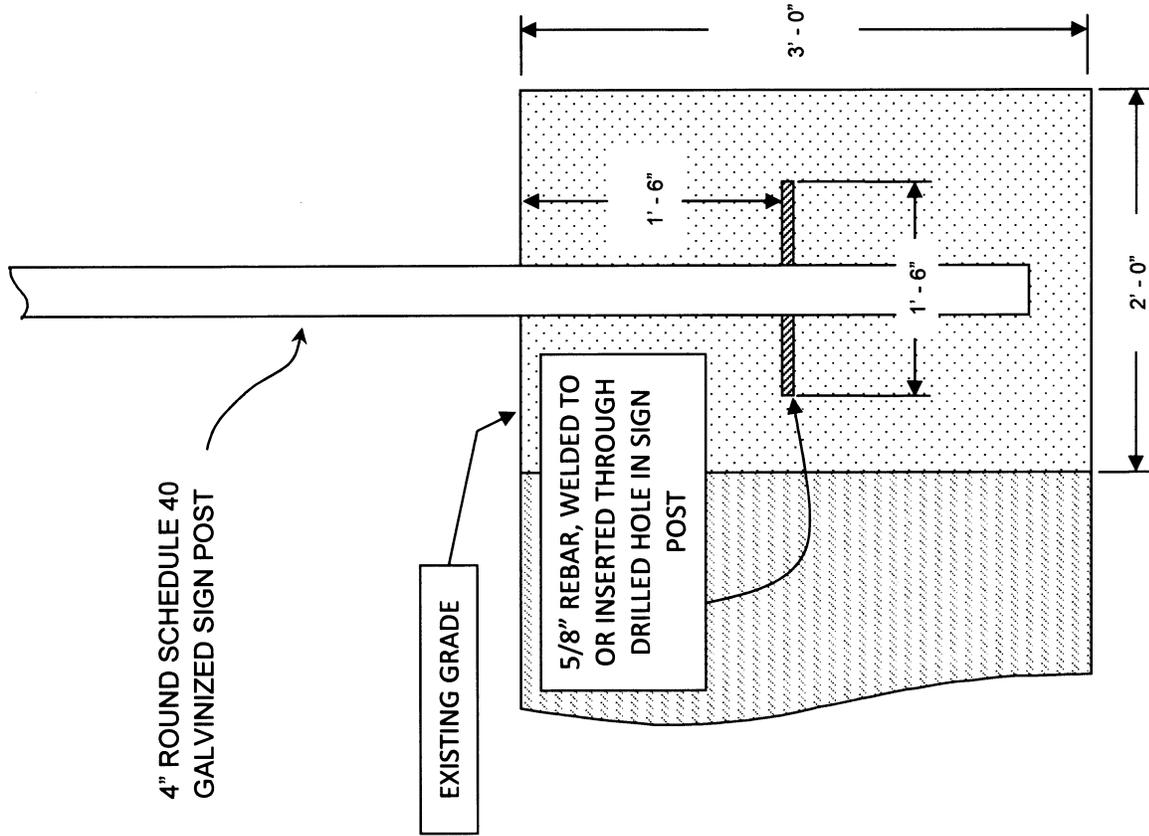
CITY OF LOS BANOS 7TH STREET
 CROSSWALK AND RADAR SPEED SIGNS
 SRTSL-5160 (020)

DESIGNED BY: MARK FACHIN
 DRAWN BY: TIM BAPTISTA

DATE: 9/28/2012
 SCALE: NOT TO SCALE

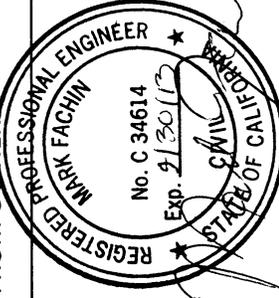
SECTION:
6.08

SPEED RADAR POST FOOTING



CONSTRUCTION NOTES

1. ALL MEASUREMENTS ARE APPROXIMATE
2. ALL POST HOLES SHALL BE INSPECTED PRIOR TO PLACEMENT OF POST, CONCRETE OR DIRT
3. EACH POST LOCATION SHALL HAVE USA LOCATE. CALL PRIOR TO DIGGING OF POST HOLE
4. ALL POST HOLES SHALL MEET MUTCD 2012, ADA, AND LOCAL STANDARDS
5. EACH POST LOCATION SHALL BE KEPT ORDERLY AND SAFE THROUGHOUT THE PROJECT
6. ALL PUBLIC R.O.W. (RIGHT OF WAYS) SHALL REMAIN ACCESSIBLE DURING CONSTRUCTION. ANY CLOSURE OF RIGHT R.O.W. SHALL HAVE PRIOR APPROVAL FROM OWNER



CITY OF LOS BANOS 7 TH STREET CROSSWALK AND RADAR SPEED SIGNS SRTSL-5160 (020)	DESIGNED BY: MARK FACHIN	DATE: 9/20/2012	SECTION:
	DRAWN BY: TIM BAPTISTA	SCALE: NOT TO SCALE	6.09