

**TOWN OF LOOMIS
PLACER COUNTY, CALIFORNIA**



BID DOCUMENT

Loomis Town Center Implementation Plan - Phase 3

**Federal Project No. CML-5442 (012)
Federal Project No. STPL-5442 (013)**

March 2020

NOTICE INVITING BIDS
PROPOSAL
AGREEMENT
SPECIAL PROVISIONS
AND
TECHNICAL SPECIFICATIONS
ATTACHMENTS

Contact:
Brit Snipes, Public Works Director
3665 Taylor Road
Loomis, California 95650
Tel.: (916) 652-1840



BIDS OPEN: April 16, 2020 (THURSDAY) @ 3:00 p.m.

Deliver Bids To: Town Offices - Town Clerk's Office
3665 Taylor Road
Loomis, CA 95650

NOTE If you choose to mail your Bid Proposal, both the outside and inside envelope **MUST** be clearly marked as

SEALED BID FOR: LOOMIS TOWN CENTER IMPLEMENTATION PLAN – PHASE 3

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IMPORTANT INFORMATION TO KNOW BEFORE BIDDING

The construction working hours are Monday-Friday 7:00 AM to 5:00 PM. Requests for authorization to perform work outside the hours listed above shall be made in writing at least 72 hours in advance.

No work shall begin on the roadway until after 8:30am. Prep work alongside the roadway is allowed to begin at 7:00am. All streets shall be open to at least one lane of traffic during construction. The full width of the existing travel way shall be open for use by traffic at the end of the day. Work shall end on the roadway by 4:00pm. If work occurs on Saturdays, the hours shall be 8:00am to 5:00pm. No work shall be conducted on Sundays, designated legal holidays, after 4:00 p.m. on Weekdays, or the day preceding designated legal holidays.

All material generated during the reconstruction or pavement section removal and replacement process shall be trucked to an approved location out of town. If the Contractor decides to dump the loads within the Town limits, the Contractor will be required to get Town approval of the location and obtain a Grading Permit. The amount of cubic yards deposited will be used to establish the cost of the permit.

Section 39,"Asphalt Concrete" of the 2018 Caltrans Standard Specifications shall be followed. Specifically, Section 39-2.01C(2),"Spreading and Compacting Equipment" must be adhered to. Any waving or uneven surface of the asphalt due to stop and start operations and as discussed under Section 39-2.01C(16),"Smoothness Corrections" shall be ground, removed & replaced, or additional HMA overlaid to produce a smooth drivable surface. If the pavement is repaired, the Contractor will be responsible for the cost of the repair and must apply a slurry seal over the entire street limits.

This project is not on the National Highway System.

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NOTICE INVITING BIDS

Notice is hereby given that the Town Council of the Town of Loomis, State of California, will receive sealed bids at the office of the Town Clerk of said Town, Town Hall, 3665 Taylor Road, Loomis, California 95650, for:

Loomis Town Center Implementation Plan – Phase 3

Each bidder must submit a proposal to the Town Clerk on standard forms which are contained in the project specifications. Said proposal to be accompanied by a certified check or bidder's bond of ten percent of the amount of the bid submitted, to be made payable to the Town of Loomis.

The Disadvantaged Business Enterprise contract goal is 13 percent.

Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for Performing the Work in accordance with the time, price, and other terms and conditions of the Contract.

The bidder is required to examine carefully the site of the work, and the proposal, plan, specifications and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character and quality of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions and the contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

The Town of Loomis is aware, but does not know the exact locations, of subsurface conditions such as ground water, shallow rock outcroppings and existing concrete/metal structures or pipes. The Contractor shall make himself or herself aware of these conditions for each scope of work and make Town aware of the findings prior to beginning work. If the contractor does not make Town aware of these type of conditions, the Town will not be responsible for additional costs due to rock removal, de-watering, additional labor, off-site removal and/or any other subsurface work. Should the condition cause a delay in the scheduled work, the Town Engineer may grant additional working days.

Site is available for examination by prospective bidders at all times.

More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the Town of Loomis believes that any Bidder is interested in more than one Bid for the Work contemplated, all Bids in which such Bidder is interested will be rejected. If the Town of Loomis believes that collusion exists among the Bidders, all Bids will be rejected. A party who has quoted prices to a Bidder is not hereby disqualified from quoting prices to other bidders, or from submitting a Bid directly for the Work.

In the event there are unit price bid items in a Bidding schedule and the amount indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Bidder shall be bound by said correction. In the event there is more than one Bid item in a Bid Schedule and the total indicated for the Schedule does not agree with the sum of the prices Bid on the individual items, the prices Bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Bidder shall be bound by said correction.

Unauthorized conditions, limitations or provisions attached to the Bid shall render it non-responsive and cause its rejection. The completed Bid forms shall be without blanks, interlineations, alterations, or erasures in the printed text. Alternative Bids will not be considered unless called for. Oral, telegraphic, or telephonic Bids or modifications

will not be considered.

Plans and specifications, to which all prospective bidders are referred, are available in the office of the Town Engineer, Town Hall. A charge of **\$35.00** (sales tax included) will be made for a complete set of plans and specifications, which is nonrefundable. Checks should be made payable to the Town of Loomis.

The Town Council reserves the right to reject any or all bids and to determine which proposal is in its opinion the lowest responsive bid of a responsible Bidder, and that which it deems in the best interest of the Town of Loomis to accept. The Town Council also reserves the right to waive any informalities not material to cost or performance in any Proposal or Bid.

All bidders may be required to furnish a sworn statement of their financial responsibility, technical ability, and experience before award is made to any particular bidder. The Bidder is required, in accordance with the California Labor Code, if awarded the contract, to secure the payment of compensation to its employees.

Contractor and subcontractors who may be awarded a contract will be required to maintain an affirmative action program, the standards of which are contained in the Standard Specifications.

Notice is hereby given that pursuant to Section 1770, et. seq. of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations.

The Contractor shall forfeit, as penalty to the Town, twenty-five dollars (\$25.00) for each day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him or by any subcontractor under him, in violation of the provisions of such Labor Code. The provisions of Section 1775 of said Labor Code shall be complied with.

Notice is also hereby given that all bidders may be required to furnish a sworn statement of their financial responsibility, technical ability and experience before award is made to any particular bidders. Before submitting bids, Contractor shall be licensed in accordance with the provisions of Section 7000 through 7145, inclusive, of the Business and Professions Code of the State of California. The successful Contractor will be required to furnish two acceptable surety bonds; one for faithful performance and the other for labor and materials. Each bond is to be executed in a sum equal to one hundred percent (100%) of the contract price. The successful Contractor will be required to obtain a business license from the City and pay related fees.

A Class "A" or C12 Contractor's License is required to complete this project. No bidder may withdraw his bid for a period of forty-five (45) days after the date set for the opening thereof.

Brit Snipes, Public Works Director

FEDERAL-AID CONTRACT

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49CFR26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49CFR26). To ensure equal participation of DBEs provided in 49CFR26.5, the Agency shows a contract goal for DBEs.

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

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

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

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

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

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 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 49CFR26.55(d)(1) as follows:

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

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Construction Contract DBE Commitment*, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, all bidders must complete and submit Exhibit 15-G to the Agency. The DBE Commitment form must be received by the Agency within five (5) days of bid opening.

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

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

b. Good Faith Efforts Submittal

Exhibit 15-H: Proposer/Contractor Good Faith Efforts is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next on which the agency is open. Only good faith efforts directed towards obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient 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 Agency may consider DBE commitments from other bidders when determining whether the low bidder made good faith efforts to meet or exceed the DBE goal.

c. Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported.

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

d. Subcontractor and Disadvantaged Business Enterprise Records

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

The Agency requests the Contractor to:

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

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

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

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

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

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

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

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

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

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

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

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

The contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or subconsultant obtains the agency's written consent. Unless the agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the *Exhibit 15-G: Construction Contract DBE Commitment*.

2. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the cover sheet.

3. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

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

6. CHANGED CONDITIONS

a. Differing Site Conditions

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

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the

contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term “significant change” shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

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

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

This work shall be diligently prosecuted to completion before the expiration of Eighty (80) WORKING DAYS after the date shown on the Notice to Proceed.

Workdays and official holidays for this contract shall be determined by the current Caltrans Construction Workday Calendar.

The Contractor shall pay to the Town of Loomis the sum of **\$1,000** per day, for each and every calendar days’ delay in finishing the work in excess of the number of working days prescribed above. Additional days may be added as specified in Section 9 of the State Standard Specifications.

8. BUY AMERICA

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

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

Production includes:

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

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

This contract work shall be inspected by a Consultant under the direction of the Loomis Town Engineer, telephone (916) 652-1840. The Contractor is required to provide a progress schedule when submitting the Contract documents. The Contractor shall notify the Town Engineer 48 hours before commencing the work. Any work done in the absence of the Town inspector shall be subject to rejection.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency, unless as agreed to in writing by the prime contractor and subcontractor, pursuant to Section 7108.5 of the Business and Professions Code. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section this code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

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

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

FHWA-1273 -- Revised May 1, 2012

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

Lobbying ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

* * * * *

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

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

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records,

accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

The CONTRACTOR agrees-

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

BID PROPOSAL

Loomis Town Center Implementation Plan

Quantities are for bid purposes only. Each item shall be paid for actual quantities placed. The actual quantities may increase by 25% or be decreased by 25% without adjustment to the unit prices.

The Contractor shall be paid for work completed according to the itemized bid schedule on the Proposal and any approved contract change orders. All field measurement of installed quantities will be performed by the Town's inspector with the cooperation and agreement of the Contractor.

All measured quantities will be rounded to the nearest whole unit for purposes of payment. A percentage complete will be estimated for lump sum items.

Compensation for work shown on the plans, or called for in these Specifications, for which there is no separate bid item, shall be included in the price paid for other items of work and no further compensation shall be allowed therefor.

The Bidder shall set forth for each item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose.

Bids are required on Base Bid and Alternate Bid items. For some items, the Base Bid and Alternate Bid items are identical, and only one amount will be bid for both. The award of the contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. The project bid sheet is set up using a Base Bid/Alternate Bid format.

The Town shall determine the lowest responsible, responsive bidder based on the **lowest total of the Base Bid Item Column**, without consideration of the prices on the Alternate Bid items.

The Town may, at its discretion, award the Base Bid only, all Alternate Bid items, or any Alternate Bid items, as determined necessary for budgetary purposes.

The Contractor must submit bids for all Base Bid items and all Alternate Bid items. No response or a response of zero on any bid items will be deemed a non-responsive bid.

The undersigned, as bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the locale of the proposed work, the proposed form of contract; and he proposes and agrees if this Proposal is accepted that he will contract with the Town, in the form of a copy of the Agreement herein contained; to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all materials specified in the contract, in the manner and time herein prescribed, and according to the requirements of the Town Engineer as therein set forth, and that he will take in full payment therefor, including all applicable State and Federal Taxes and utility connection or service fees, the following prices to wit:

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Loomis Town Center Implementation Plan – Phase 3

Item	Description	Quant.	Units	Unit Price	Total
BASE BID					
1.	Mobilization	1	LS		
2.	Clearing and Grubbing	1	LS		
3.	Roadway Excavation	4,660	CY		
4.	Erosion Control	1	LS		
5.	Hot Mix Asphalt (Type A)	4,110	TON		
6.	Aggregate Base (Class 2)	3,280	CY		
7.	Base Repair	400	CY		
8.	Base Repair (Contingency)	200	CY		
9.	Shoulder Backing	25	CY		
10.	Place HMA Dike	390	LF		
11.	Remove AC Dike	120	LF		
12.	Cold Plane Asphalt Concrete Pavement	57,700	SF		
13.	Minor Concrete (Sidewalk, Curb, Curb and Gutter, Driveway)	180	CY		
14.	Minor Concrete (Curb Ramps)	11	CY		
15.	Minor Concrete (Transit Shelter Pad)	2	CY		
16.	Minor Concrete (Bus Stop Pad)	30	CY		
17.	Detectable Warning Surface	6	EA		
18.	Iron Railing	235	LF		
19.	Sidewalk Barricade	1	EA		
20.	Relocate Transit Shelter	1	EA		
21.	Remove Thermoplastic Traffic Stripe	5,250	LF		
22.	Remove Pavement Markers	530	EA		
23.	Thermoplastic Traffic Stripe	11,700	LF		
24.	Thermoplastic Pavement Marking	1,040	SF		
25.	Pavement Marker (Retroreflective)	320	EA		
26.	Remove Delineator	1	LS		
27.	Remove Roadside Sign	8	EA		
28.	Relocate Roadside Sign	8	EA		
29.	Roadside Sign	14	EA		
30.	Adjust Utility Cover to Grade	1	EA		
31.	Adjust Valve Box Frame and Cover to Grade	6	EA		
32.	Slurry Seal	50,000	SF		
33.	Install Drainage Inlet	1	EA		
34.	Flume Downdrain	14	LF		
35.	Rock Slope Protection (20 lb, Class I, Method B)	4	CY		
36.	Rock Slope Protection Fabric (Class 8)	14	SY		
37.	Stage Construction and Traffic Handling	1	LS		
38.	Inductive Loop Detector	1	LS		

Loomis Town Center Implementation Plan – Phase 3

Item	Description	Quant.	Units	Unit Price	Total
39.	Street Light	1	EA		
40.	Remove Street Light	1	EA		
41.	Maintain Existing Planted Area	280	SF		
Base Bid Total:					
Alternative Bid Addition					
1.	Clearing and Grubbing	1	LS		
2.	Roadway Excavation	105	CY		
3.	Erosion Control	1	LS		
4.	Hot Mix Asphalt (Type A)	70	TON		
5.	Aggregate Base (Class 2)	160	CY		
6.	Minor Concrete (Sidewalk, Curb, Curb and Gutter, Driveway)	80	CY		
7.	Minor Concrete (Curb Ramps)	5	CY		
8.	Detectable Warning Surface	7	EA		
9.	Iron Railing	290	LF		
10.	Remove Thermoplastic Traffic Stripe	900	LF		
11.	Remove Pavement Markers	110	EA		
12.	Thermoplastic Traffic Stripe	2,110	LF		
13.	Thermoplastic Pavement Markings	230	SF		
14.	Pavement Marker (Retroreflective)	90	EA		
15.	Relocate Roadside Sign	1	EA		
16.	Roadside Sign	8	EA		
17.	Adjust Valve Box Frame and Cover to Grade	1	EA		
18.	Slurry Seal	18,820	SF		
19.	Install Sewer Lateral Clean Out	1	LS		
20.	Install Drainage Inlet	2	EA		
21.	Keystone Retaining Wall	3,300	SF		
22.	Stage Construction and Traffic Handling	1	LS		
Alternative Bid Addition Total:					
Grand Total Base Bid Total + Alternative Bid Addition Total:					

LS - Lump Sum, SF - Square Feet, LF – Lineal Feet, EA – Each, CY – Cubic Yards, SY – Square Yards

NOTE: THE CONTRACTOR IS ENCOURAGED TO INVESTIGATE THE PROJECT LIMITS TO SEE WHAT IS INVOLVED IN TRAFFIC CONTROL, OVERLAY SCHEDULING, DRIVEWAY CONFORMS, STRIPING, AND ALL OTHER SCOPES OF WORK.

The Contractor shall coordinate all work with the Utility Providers. Contact the following agencies for more information: PCWA -530-823-4886, SPMUD – 916-786-8555, Wave Cable – 916-630-7180, AT&T – 916-453-7116 and PG&E Gas & Electric – 530-889-3256.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

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EXPERIENCE STATEMENT

Loomis Town Center Implementation Plan - Phase 3 Project

A record of the Bidder's experience in construction of a type similar to that contemplated under this Contract shall be set forth in the Bid documents. It is the intent of the Town to award the Contract to the Bidder who furnishes satisfactory evidence of having the requisite experience and ability, and of having sufficient capital, facilities, and plant to enable him to prosecute the work successfully and properly, as well as to complete it within the time named in the Contract.

To determine the degree of responsibility to be credited to the Bidder, the Town will weigh evidence that the Bidder has satisfactorily performed other contracts of like nature, magnitude, and comparable difficulty and rates of progress.

A record of the Bidder's experience in construction of a type similar to that contemplated under this Contract shall be set forth in the Bid documents. Alternate forms of an "Experience Statement" which may be submitted:

- A. Standard list of past jobs/clients typically documented by your firm.
-

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Noncollusion Affidavit

(To Be Executed By Bidder And Submitted With Bid)

Loomis Town Center Implementation Plan - Phase 3

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

NOTE: The above NONCOLLUSION AFFIDAVIT is part of the PROPOSAL. Signing this PROPOSAL on the signature portion thereof shall also constitute signature of this NONCOLLUSION AFFIDAVIT.

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

FOR OUR STATISTICAL INFORMATION:

Is your firm a Caltrans certified Minority Business Enterprise or Woman Business Enterprise (MBE/WBE)?

Yes/No:

Ethnic/Minority Category:

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DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

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NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

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DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

- a. initial
- b. material change

For Material Change Only:

year ____ quarter ____
date of last report _____

4. Name and Address of Reporting Entity

- Prime
- Subawardee
Tier _____, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ actual planned

13. Type of Payment (check all that apply)

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify _____

12. Form of Payment (check all that apply):

- a. cash
- b. in-kind; specify: nature _____
value _____

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:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

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.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

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

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

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

ADDENDA

This Proposal is submitted with respect to the changes to the Contract included in Addendum Numbers

(Fill in Addendum Numbers if Addenda have been received)

WARNING: If an Addendum or Addenda have been issued by the Town and not noted above as being received by the Bidder, this Proposal may be rejected.

If this Proposal is accepted and the undersigned should fail to contract as aforesaid, and to give the bonds in the sum determined as aforesaid, with surety satisfactory to the Town, within ten calendar days from the date of such acceptance, the Town may, at its option, determine that the bidder has abandoned the contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the Town.

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

Bidder _____ that Contractor's insurance underwriter shall submit proof of insurance using Town Insurance Forms. (certifies or does not certify) NOTE: Waiver of Subrogation for Workers Compensation is required for this project. Also, Builder's Risk may be required. If the Insurance Forms are not acceptable to the Town, the Town may, at its option, determine that the bidder has abandoned the contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the Town.

WITNESS our hand(s) this _____ day of _____, 2014.

SIGNATURE OF BIDDER OR BIDDERS

(Firm Name) ADDRESS: _____

BY: (Signature) _____

(Printed Name)

TITLE: _____ PHONE NO.: _____

License Number & Classification(s) [Expiration Date on License] [Contractor's

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Exhibit 15-G Construction Contract DBE Commitment

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section upon Execution of Award				15. TOTAL CLAIMED DBE PARTICIPATION
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> 25. Award Amount: _____ </div>				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ 26. Local Agency Representative's Signature 27. Date _____ 28. Local Agency Representative's Name 29. Phone _____ 30. Local Agency Representative's Title				%
				IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. _____ 16. Preparer's Signature 17. Date _____ 18. Preparer's Name 19. Phone _____ 20. Preparer's Title

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

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

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

Exhibit 15-H: DBE Information -Good Faith Efforts

Federal-aid Project No(s). _____ Bid Opening Date

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

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

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

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

Publications	Dates of Advertisement

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

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

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to

demonstrate that sufficient work to facilitate DBE participation in order to met or exceed the DBE contract goal.

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 (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

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

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

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

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



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Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: _____

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

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

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but **were not selected** to participate as a subcontractor on this project. **Photocopy this form for additional firms.** Federal Project Number: _____

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

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

FEDERAL WAGE RATES

The payment of federal prevailing wage rates on federal-aid contracts is derived from the Davis-Bacon Act of 1931 and is prescribed by 23 USC 113. Contractors and subcontractors must pay laborers and mechanics employed directly upon the site of the work at least the locally prevailing wages (including fringe benefits) for the work performed.

The Davis-Bacon "prevailing wage" is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor's obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the Davis-Bacon poster (WH-1321) on the job site in a prominent and accessible place where they can be easily seen by the workers.

The federal prevailing wage rates are available directly from the System for Award Management (SAM) Home Page at <https://beta.sam.gov/>.

Federal "prevailing wage" rates are not physically incorporated in the bid documents. The Town of Loomis shall comply with the federal "10-day rule", where the Town of Loomis will issue to bidders as an addendum the current federal wage rates within ten days prior to bid opening.

SAMPLE CONTRACT

CONTRACT

At Loomis, California , this _____ day of _____, 2020, the TOWN OF LOOMIS, a municipal corporation, in Placer County, State of California, hereinafter called "TOWN" and _____ herein called "CONTRACTOR" hereby agrees:

1. That into this contract, as though fully set out herein, are incorporated the Notice Inviting Bids, Proposal, Special Provisions, Technical Specifications, Drawings, addenda, if any, to the Plans and Specifications and Drawings heretofore filed with the Town Engineer and such other writing as are incorporated in the foregoing, all as set forth in that document entitled Contract Book for **Loomis Town Center Implementation Plan - Phase 3** dated _____ **2020**.
2. That CONTRACTOR shall perform and be bound by all of the terms and conditions of this contract as above expanded, and in strict conformity therewith shall perform and complete in good and workmanlike manner the **Loomis Town Center Implementation Plan - Phase 3**, in accordance with maps, plans and specifications on file in the office of the Town Engineer of the Town of Loomis.
3. That for such performances TOWN shall pay to CONTRACTOR the prices set forth in the accepted bid proposal item schedule shown within the Contract Book at the time and in the manner set forth on Special Provision SP-20 of the Contract Book. CONTRACTOR shall receive total compensation in an amount not to exceed \$ _____ upon satisfactory completion of the work subject to Special Provision SP-18 of the Contract Book. CONTRACTOR shall accept such payment in full satisfaction of all claims incident to such performances.
4. That in no case shall any department, board or officer in the TOWN be liable for any portion of the contract price nor shall TOWN or any department, board or officer thereof be liable for any of the work performed by said CONTRACTOR under this contract.
5. That, in accordance with the provisions of Section 1296 of the Code of Civil Procedure of the State of California, in any arbitration, whether agreed to or required by law to resolve a dispute relating to this contract, the arbitrator's award shall be supported by law and substantial evidence.
6. CONTRACTOR shall assume the defense of, and indemnify and hold harmless TOWN, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, resulting from the performance of the work, provided that such action, damage, claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of property, whether upon or off the work, including the loss of use thereof, and is caused in whole or in part by any negligent act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder.

Approved as to Form:

By: _____
Town Attorney, Town of Loomis

By: _____
Town Manager, Town of Loomis

Approved as to Sufficiency:

By: _____
Town Engineer, Town of Loomis

By: _____
Contractor

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, and _____, a corporation authorized to do business in the State of California and organized and existing under and by virtue of the laws of the State of _____ as Surety, are held and firmly bound unto the Town of Loomis, a municipal corporation of the County of Placer, the State of California, in the sum of \$_____ for the faithful performance of a certain contract hereinafter referred to, to be paid to the Town of Loomis for the payment of which well and truly to be made, the said Principal and the said Surety hereby bind themselves and, all and singularly, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this _____ day of _____ 2020.

WHEREAS, the said Principal has entered into the annexed contract with the Town of Loomis to perform and complete, in strict conformity herewith and in a good and workmanlike manner the 2014 Capital Improvement Program Project, in accordance with maps, plans and specifications on file in the office of the Town Engineer of the Town of Loomis.

NOW, THEREFORE, the conditions of the above and foregoing obligations are such that:

If the said Principal shall faithfully perform the said contract, then the above obligation with respect to the faithful performance of said contract shall be void; otherwise to remain in full force and effect.

And that said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

If case suit is brought upon this bond by the Town of Loomis, a reasonable attorney's fee, to be fixed by the court, shall be paid by Principal and Surety.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument the day and year first hereinabove written.

Approved as to Form:

By: _____
Town Attorney

By: _____
Principal (Contractor)

Approved:

By: _____
Town Manager

By: _____
Surety

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, and _____, a corporation authorized to do business in the State of California and organized and existing under and by virtue of the laws of the State of _____ as Surety, are held and firmly bound unto the Town of Loomis, a municipal corporation of the County of Placer, the State of California, in the sum of \$ _____ for the benefit of laborers and material hereinafter designed to be paid to the Town of Loomis for the payment of which well and truly to be made, and said Principal and the said Surety hereby bind themselves and, all and singularly, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this _____ day of _____, 2020.

WHEREAS, the said Principal has entered into the annexed contract with the Town of Loomis to perform and complete, in strict conformity therewith in a good and workmanlike manner the **Loomis Town Center Implementation Plan - Phase 3**, in accordance with maps, plans and specifications on file in the office of the Town Engineer of the Town of Loomis.

NOW THEREFORE, the conditions of the above and foregoing obligations are such that: If said principal or his or her subcontractors, their heirs, executors, administrators, successors and assigns shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove specified to be for the benefit of laborers and material, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the Court, awarded and taxed as provided by law.

This bond, to the extent of the obligation herewith with respect to laborers and material, shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Division 3, Part 4, Title 15 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond. And that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on the bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications. In case suit is brought upon this bond by the Town of Loomis, a reasonable attorney's fee, to be fixed by the Court, shall be paid by Principal and Surety.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument the day and year first hereinabove written.

Approved as to Form:

By: _____
Town Attorney

By: _____
Principal (Contractor)

Approved:

By: _____
Town Manager

By: _____
Surety

TOWN OF LOOMIS CERTIFICATE OF INSURANCE
General and Automobile Liability

The undersigned insurance company hereby certifies to the Town of Loomis, California that it has issued a policy of insurance bearing Policy No. _____ to _____ in connection with a certain as work of improvement generally described as the **Loomis Town Center Implementation Plan - Phase 3**, being a certain general and automobile liability policy which names the Town of Loomis, its officers and employees as additional insured, and which insures said Town, officers and said work of improvement, including but not limited to, coverage for all work performed by, for or on behalf of _____.

Said policy of insurance provides coverage in the following minimum amounts and for the following periods:

COVERAGE	POLICY NO.	POLICY PERIOD	MINIMUM LIMITS OF LIABILITY
1) Bodily Injury			\$1,000,000 each person \$1,000,000 each occurrence
2) Property Damage			\$1,000,000 each person \$1,000,000 each occurrence

This policy provides: (1) primary coverage for additional insured parties; if said additional insured have other insurance against loss covered by this policy, the other insurance shall be excess insurance only; (2) that said additional insured parties are not precluded from claim under this policy against other insured parties; and (3) 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, returned receipt requested, has been given to the City Clerk.

_____ Address of Signatory:
Insurance Company

Authorized Signature (sign)

Authorized Signature (type)

VERIFICATION

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer. Executed at _____, California, on the ___ day of _____, 2020.*

Authorized Signatory (sign)

(type name)

SUBSCRIBED AND SWORN TO BEFORE ME, a
Notary Public, this _____ day of _____, 2020.

(sign) (type name)

*If this certificate is executed outside of California, it must be sworn to before a Notary Public.

FORM APPROVED: _____, 2020, by _____
TOWN OF LOOMIS

CONTRACTOR'S CERTIFICATE RELATING TO WORKER'S COMPENSATION INSURANCE

I, THE UNDERSIGNED, HEREBY CERTIFY that, at all times during the performance of any work under contract or agreement with the Town of Loomis (check one of the following):

_____ I will have in full force and effect Worker's Compensation Insurance pursuant to the attached Certificate of Worker's Compensation Insurance issued by an admitted insurer. Said certificate shall state that there is in existence a valid policy for Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give City at least ten (10) days advance notice of the cancellation of the policy (an exact copy or duplicate of the Certificate of Worker's Compensation Insurance certified by the Director of Industrial Relations or the insurer may be attached).

_____ I have in full force and effect and have attached hereto a certificate of Consent to Self-insure issued by the Director of Industrial Relations (an exact copy or duplicate thereof certified by the Director may be attached).

I declare under penalty of perjury that the foregoing is true and correct and executed on _____ at Loomis, California.

By: _____

Official Title

On behalf of: _____

Contractor

NOTE: YOUR CERTIFICATE OF WORKER'S COMPENSATION INSURANCE MUST BE ATTACHED AND MUST MEET THE REQUIREMENTS SET FORTH ABOVE.

PLEASE NOTE THAT IF YOU HAVE ANYONE WORKING FOR OR WITH YOU, YOU MAY BE REQUIRED TO HAVE WORKER'S COMPENSATION INSURANCE. FOR FURTHER INFORMATION, CONTACT THE OFFICE OF THE DIRECTOR OF INDUSTRIAL RELATIONS.

CERTIFICATE OF WORKER'S COMPENSATION INSURANCE

FOR THE TOWN OF LOOMIS

The undersigned insurance company hereby certifies to the Town of Loomis, California, that it is an admitted Worker's Compensation Insurer and that it has issued a policy of Worker's Compensation Insurance, bearing policy number _____ to _____. Said policy is a valid policy of Worker's Compensation insurance issued in a form approved by the California Insurance Commissioner and is now in full force and effect. The full deposit on said policy has been paid. The expiration date of said policy is the _____ day of _____, 2020. The undersigned insurer will give said Town of Loomis at least ten (10) days advance notice of the cancellation of said policy.

Dated: _____

INSURANCE COMPANY

Address: _____

AUTHORIZED REPRESENTATIVE (Signature)

AUTHORIZED REPRESENTATIVE (Type Name)

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

Executed at Loomis, California on the _____ day of _____, 2020.

AUTHORIZED REPRESENTATIVE (Signature)

AUTHORIZED REPRESENTATIVE (Type Name)

CONTRACTOR 1-YEAR GUARANTEE

We hereby guarantee the **Loomis Town Center Implementation Plan - Phase 3** improvements which we propose to construct in the Town of Loomis for (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the period from the date of acceptance (recording of the Notice of Completion) without expense whatsoever to the Town, excluding ordinary wear and tear and unusual abuse or neglect.

We shall provide a 1-year security of 10% of the total completion cost of the project at the time of final acceptance.

In the event of our failure to comply with the above mentioned conditions within ten (10) days time after being notified in writing, we collectively or separately do hereby authorize the Town to proceed to have the defects repaired and made good at our expense and will pay the costs and damages incurred immediately upon demand.

Signed: _____

Dated: _____

**TOWN OF LOOMIS
PUBLIC WORKS DEPARTMENT**

**SPECIAL PROVISIONS AND SPECIFICATIONS
FOR CONSTRUCTION OF
LOOMIS TOWN CENTER
IMPLEMENTATION PLAN - PHASE 3**

**FEDERAL PROJECT No. CML-5442 (012)
FEDERAL PROJECT No. STPL-5442 (013)**

FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS DATED 2018, REVISED STANDARD SPECIFICATIONS DATED APRIL 2019, STANDARD PLANS DATED 2018, REVISED STANDARD PLANS DATED OCTOBER 2019, AND LABOR SURCHARGE AND EQUIPMENT RATES OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, INsofar AS THE SAME MAY APPLY AND IN ACCORDANCE WITH THE SPECIAL PROVISIONS.

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LOOMIS TOWN CENTER IMPLEMENTATION PLAN - PHASE 3

FEDERAL PROJECT No. CML-5442 (012)

FEDERAL PROJECT No. STPL-5442 (013)

The technical special provisions contained herein have been prepared by or under the direction of the following Registered Persons.

ROADWAY

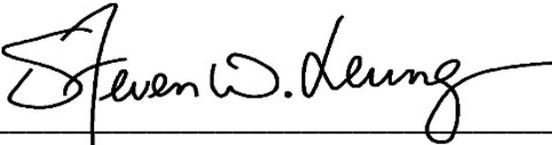


STEVEN ROBINSON

REGISTERED CIVIL ENGINEER



ELECTRICAL



STEVE LEUNG

REGISTERED CIVIL ENGINEER



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LOOMIS TOWN CENTER IMPLEMENTATION PLAN - PHASE 3

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**SPECIAL PROVISIONS
FOR THE
TOWN OF LOOMIS
LOOMIS TOWN CENTER IMPLEMENTATION PLAN – PHASE 3**

SCOPE OF SPECIAL PROVISIONS

The work described in these Special Provisions shall be performed in conformance with the latest editions of the State Standard Specifications, Standard Special Provisions and Standard Plans, Town of Loomis Standard Plans, and County of Placer Engineering Design Plates except insofar as these Special Provisions may modify them.

Numbering in these Special Provisions conforms to that in the State Standard Specifications. The existence of a Section in these Special Provisions means that the corresponding Section in the State Standard Specifications is modified in some respect. Unless otherwise specified, the modified State Standard Specification Provisions are deleted entirely, and the provisions of these Special Provisions are substituted.

The construction materials, payments, etc., for items of work shown in the proposal and on the plans, but not specifically mentioned in these Special Provisions are referred to the Standard Construction Specifications and State Standard Specifications for conformance.

DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents shall be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, in writing, within reasonable time.

In resolving inconsistencies among two or more Sections of the Contract Documents, precedence shall be given in the following order:

Special Provisions

State Standard Specifications and Amendments to the State Standard Specifications, Standard Special Provisions, and Plans

Drawings

Addenda shall take precedence over all Sections referenced therein. Figure dimensions on Drawings shall take precedence over general Drawings.

1 GENERAL

In section 1-1.07B, Replace the definition of “Department” with:

Town of Loomis or the Department of Transportation as defined in St & Hwy Code § 20 and authorized in St & Hwy Code § 90; its authorized representatives.

In section 1-1.07B, Replace the definition of “State” with:

Town or Loomis or the State of California, including its agencies, departments or divisions whose conduct or action is related to the work.

4 SCOPE OF WORK

Replace section 4-1.03 with:

The work to be performed consists, in general, of roadway cold plane and overlay, adding and replacing curb, gutter and sidewalk, minor drainage improvements, placing striping and pavement markings, installing signage, lighting, and all other works are shown on the contract documents.

Add to section 4-1.13:

The Contractor shall remove all temporary pavement delineation.

Prior to submitting the final payment request, the Contractor shall remove all reference markings (i.e. USA markings, striping reference points, utility reference points) placed during the course of work.

5 CONTROL OF WORK

Replace section 5-1.04 with:

5-1.04 ORDER OF WORK

The Contractor shall prepare a traffic control plan that conforms to Section 12, Temporary Traffic Control.

The work shall be performed in conformance with the phases of construction shown on the Contractor's Traffic Control Plan. Non conflicting work in subsequent phases may proceed concurrently with work in preceding phases.

Place and maintain Best Management Practices (BMP) in compliance with the Storm Water Pollution Prevention Plan, the BMP's shall remain in place until work is completed.

1. Prepare and submit SWPPP, Stage Construction Plan, and Traffic Control Plan

2. Place and maintain erosion control Best Management Practices (BMP), the BMP's shall remain in place until paving is completed.
3. Notify Underground Service Alert (USA) at (800) 642-2444 at least 72 hours in advance of beginning work on the project
4. Locate all underground utilities and protect-in-place
5. Place Traffic Control plan and Changeable Message Sign (CMS)
6. Place temporary striping for all stages of work
7. Complete work per Contractor's stage construction plans

The Contractor shall notify the Engineer, the property owner, and the occupant five (5) working days before beginning work on or adjacent to each private property, or commercial property.

Equipment shall be hand carried across private properties unless otherwise approved by the Engineer.

Businesses, Multifamily Residential, Commercial Properties – Access shall be maintained at all times.

Replace section 5-1.07 with:

5-1.07 COORDINATION

The Contractor shall coordinate activities in a manner that will provide the least interference with the Town's operations, other contractors and utility companies working in the area, and agencies exercising jurisdiction over the project area.

Replace section 5-1.08 with:

5-1.08 PUBLIC NOTIFICATION

The Contractor shall be required to notify the public, local residents, local businesses, local public, transit companies, local law enforcement agencies, local fire districts, local utility companies and any other persons or agencies affected by this project two (2) weeks prior to construction and 72 hours notification before work commences on the immediate property frontage.

The Contractor will be responsible for notifying residents and businesses of the proposed construction. Notifications shall be distributed to residents and businesses within a 100 feet radius of the job limits, including residents and businesses located on streets adjacent to the construction.

Contractor shall coordinate with Chamber of Commerce to hold monthly meetings with businesses and property owners to coordinate and inform them of upcoming work.

Notifications to affected residents and businesses within the project area shall consist of two (2) phases.

The first phase notifies the affected residents and businesses of the upcoming construction through the use of "door hanger" type formatted notifications. The notification shall state the street name, the working hours, and the anticipated begin and completion dates for each street. The Contractor shall distribute the door hanger notifications a minimum of 5 (five) working days in advance of the work.

At the pre-construction meeting, Contractor shall provide the Engineer a copy of the proposed

notification letter for acceptance.

Notifications shall be tucked neatly in doorjambs, handles, or partially under mats. Notifications shall not be glued, stapled, tacked, or otherwise attached to property. The Contractor shall take care to stay on designated walkways during delivery of notifications, and be polite to citizens encountered.

The second phase consists of the Contractor posting "No Parking" signs on barricades 48 hours prior to the work. The "No Parking" signs shall also include the exact working day that the work will take place. A warning indicating that vehicles will be towed away at the owner's expense shall also be included on the "No Parking" signs. In addition, the Contractor shall make available a 24-hour telephone number in case of emergencies and/or problems and shall post the telephone number on the "No Parking" signs. At the pre-construction meeting, Contractor shall submit to the Engineer a sample "No Parking" sign for acceptance. The Contractor shall be responsible for placing temporary "No Parking" signs in advance of any construction activity. Barricades shall be placed a maximum of 500 feet apart, on both sides of the affected street. (Not required for streets already marked "No Parking")

Failure to comply with the notification requirement will result in a stop work order. The Contractor shall maintain an updated and chronological record at the job site of all written notifications along with a list of recipients. Such records shall be made available upon request by the Engineer.

5-1.07A Payment

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

Replace section 5-1.26 with:

This work shall consist of furnishing and setting construction stakes and marks by the Contractor to establish the lines and grades required for the completion of the work as shown on the plans and as specified in the Caltrans Standard Specifications and these Technical Specifications.

Prior to any construction work, the Contractor shall adequately survey the existing horizontal and vertical control points of all facilities that are to be restored to their original locations at the end of construction.

Before starting any survey work, the Contractor shall submit in writing for approval to the Engineer, the proposed procedures, methods, equipment, and typical stake markings to be used.

All procedures, methods, and typical markings shall be in accordance with Chapter 12, "Construction Surveys," of the Department's *Surveys Manual*.

Project control points and data are shown on the plans for the Contractor's use. Construction staking shall be performed as necessary to control the work. Construction stakes and marks shall be furnished and set with accuracy adequate to assure that the completed work conforms to the lines, grades, and sections shown on the plans.

In the event the Contractor's operations destroy any of the project control points, the Contractor shall replace project control points at his expense, subject to verification by the Engineer. The cost of any such verification by the Engineer will be deducted from any moneys due or to become due the Contractor. The Contractor will not be allowed any adjustment in contract time for such verification of project control points by the Engineer.

All computations necessary to establish the exact position of the work from the project control points shall be made by the Contractor. All computations, survey notes, and other records necessary to accomplish the work shall be neat, legible and accurate. Copies of such computations, notes, and other records shall be furnished to the Engineer prior to beginning work that requires their use.

Construction stakes shall be removed from the site of the work when no longer needed.

Upon completion of construction staking and prior to acceptance of the contract, all computations, survey notes, and other data used to accomplish the work shall be furnished to the Engineer and shall become the property of the Town.

Add to the end of section 5-1.32:

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

Add after the third paragraph in section 5-1.36C(3):

Prior to commencing the work on Taylor Road the Contractor shall notify and coordinate with the Town, PG&E, PCSD, PCWA, Wave, and AT&T of the scheduled work two weeks in advance of the planned work. A representative of the utility company shall be present during the entire excavation operation. The use of powered equipment (including vacuum excavation) will not be allowed within two (2) feet radially of PG&E gas lines with the exception that powered equipment may be used to remove pavement or concrete as required.

All work on PCWA facilities shall be in conformance with the "PCWA Improvement Standards – Standard Specifications, Standard Drawings" 2017 Edition.

6 CONTROL OF MATERIALS

Replace section 6-1.02 with:

The Town will not furnish any materials required for this project. You are responsible for furnishing all materials and their costs, unless otherwise directed by the Engineer.

Add to section 6-2.01A:

Material testing for this project will be provided by the Contractor as set forth in Section 6 of the Standard Specifications and the most current Placer County's Quality Assurance Program. The Contractor shall perform all testing to verify compliance with the Specifications of any and all materials

furnished by the Contractor. The Contractor shall submit and receive the Engineer's approval of all compliance test results prior to incorporating materials into the project. The Contractor may elect to place material without the approved certificates of compliance and mix designs and shall be at the Contractor's own risk.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.04:

The Contractor shall cooperate with and notify the local police and fire departments, school districts, Refuse, ambulance services, and Public Works Division of proposed construction operations two (2) days before work is to begin.

The Contractor shall be responsible to notify and coordinate their schedule with schools that may be in or adjacent to the projects area.

Replace section 7-1.09 with:

7-1.09 PERMITS AND LICENSES

The Contractor shall obtain a business license from the Town of Loomis prior to performing the work.

The Contractor may use water from Town of Loomis fire hydrants provided that the required permits are obtained from **Placer County Water Agency** and the Contractor has paid the associated fees.

Replace section 7-1.10 with:

7-1.10 COOPERATION

The Contractor shall cooperate with other forces constructing, relocating, and/or modifying facilities within the project limits. The Contractor shall coordinate his work with that of others, including utility companies, to prevent delays.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present and/or relocated positions as shown on the plans or as described in the specifications, and that no additional compensation will be allowed for any delays, inconvenience, or damages sustained due to any interference from said appurtenances or the operation of moving them. In addition, the Contractor shall not be allowed any additional compensation for delays of inconvenience sustained by the Contractor due to the Town not having Town-supplied equipment ready for pick-up. In such a case, the Town may increase the number of working days for the contract.

Five (5) days prior to beginning work, the Contractor shall provide to the Engineer, in writing, the name and telephone number of a representative who is directly involved with this project, and under the supervision of the Contractor. The Contractor's representative may be contacted by Town staff during non-working hours including nights, weekends and holidays in the case of any public inconvenience

and/or emergency relating to the Contractor's operations. The contact representative shall not be replaced by another company employee for the duration of the project without a written explanation from the Contractor which has been approved by the Engineer. Should a new representative be used, he/she shall be knowledgeable of the project, the events, and/or revisions that may be occurring.

Add section 7-1.12:

7-1.12 RIGHTS IN LAND AND IMPROVEMENTS

The Contractor is responsible for making arrangements to stock-pile and store equipment outside the public right of way as work is performed. Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, private property, including any Section closed to public traffic.

The Contractor shall secure easements at their own expense for any areas required for plant sites, storage of equipment or materials, or for any other purposes. Before occupying any easement area, the Contractor shall provide the Engineer a written statement from each property owner verifying easement acquisition.

Staging areas located on private property shall be restricted to properties where the property owner has given written authorization to the Contractor for use of said property. The Contractor shall submit, at the Pre-Construction meeting, documentation of the written authorization from the property owner(s). Prior to final acceptance of the project, the Contractor shall provide the Engineer a written statement of release from each property owner that granted an easement for the Contractor's operations.

8 PROSECUTION AND PROGRESS

Add to the end of section 8-1.03:

The Contractor's representative at this meeting shall include all major superintendents for the work and may include major Subcontractors and material suppliers.

In addition to the pre-construction meeting there will be a pre-paving meeting to discuss paving operations and layout, loop installation, working hours, traffic control plans, and the Subcontractors performing the work shall be present.

The Contractor shall be responsible to coordinate utilities relocations within the project area. Coordination of utilities within the project limits, including relocations and maintenance of existing facilities and additions thereto, shall be confirmed in writing by utility representatives and the Contractor at this meeting or within five (5) working days thereafter.

Replace section 8-1.04A with:

8-1.04A TIME OF COMPLETION

For the purposes of this contract, all work under the contract shall be completed within **80 WORKING DAYS** beginning on the first effective working day as specified in the Notice to Proceed.

A punch list will be created after all bid items have been completed by the Contractor and it shall be the Contractor's responsibility to notify the Engineer in writing that all bid items have been completed. The punch list will be provided within 48 hours of the written notification to the Engineer. All punch list items shall be completed within the specified contract working days. The project will not be accepted until all punch list items have been completed.

Delete the first two paragraphs of section 8-1.04B.

Add Section 8-1.05A CONSTRUCTION WORKING HOURS.

8-1.05A CONSTRUCTION WORKING HOURS

The construction working hours are Monday-Friday 7:00 AM to 5:00 PM.

Requests for authorization to perform work outside the hours listed above shall be made in writing at least 72 hours in advance.

9 PAYMENT

Delete section 9-1.07.

Add to section 9-1.16F:

As provided in California Public Contract Code 7200(b), you may not retain monies from progress payments to subcontractors, and subcontractors may not retain monies from their subcontractors. The exceptions provided in Public Contract Code 7200(c) shall not apply. You may require subcontractors to furnish payment and performance bonds issued by an admitted surety insurer.

Replace section 9-1.22 with:

All claims filed with the Town must be in writing and include the documents necessary to substantiate the claim. Claims must be filed within the time limits set forth in this contract. In no circumstances, however, may a claim be filed after the day of final payment. Nothing in this subsection is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth elsewhere in this contract.

1) Claims of \$50,000.00 or Less

(a) The Town will respond in writing to all written claims less than or equal to fifty thousand dollars (\$50,000.00) within forty-five (45) calendar days of receipt of the claim. Within thirty (30) calendar days of receipt of the claim, the Town may request any additional documentation supporting the claim or relating to defenses or claims the Town may have against the claimant.

(b) If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the Town and the claimant.

(c) The Town's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) calendar days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

2) Claims Between \$50,000.01 and \$375,000.00

(a) The Town will respond in writing to all written claims between fifty thousand dollars and one cent (\$50,000.01) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), within sixty (60) calendar days of receipt of the claim. Within thirty (30) calendar days of receipt of the claim, the Town may request, in writing, any additional documentation supporting the claim or relating to defense to the claim the Town may have against the claimant.

(b) If additional information is thereafter required, it shall be requested and provided pursuant to this Subdivision, upon mutual agreement of the Town and the claimant.

(c) The Town's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) calendar days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information or requested documents, whichever is greater.

3) Claims in Excess of \$375,000.00. The Town shall, within a reasonable time after the presentation of any claim in excess of \$375,000.00, make a decision in writing on such claim.

4) Meet and Confer Conference

(a) If the claimant disputes the Town's written response, or the Town fails to respond within the time prescribed, the claimant may so notify the Town, in writing, either within fifteen (15) calendar days of receipt of the Town's response or within fifteen (15) calendar days of the Town's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the Town shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.

(b) If, following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For the purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to this Section until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

5) Contractor's Duty During Claim Resolution. The Contractor shall proceed with the Work in accordance with the plans and specifications and determinations and instructions of the Town Engineer during the resolution of any claims disputes.

6) Certification. The Contractor shall certify in writing, at the time of submission of any claim, as follows:

I certify under penalty of perjury under the laws of the State of California, that the claim is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the monies due for work performed under the Contract for which the Town of Loomis is liable.

By: _____
(Contractor's signature)

7) Town Remedies. In the event the Contractor refuses or neglects to make good any loss or damage for which the Contractor is responsible under this Contract, the Town may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the Town from claims for payment made by the Contractor for work completed or remaining to be completed.

Assignment. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this contract, the Contractor and all subcontractors shall offer and agree to assign to the Town all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the Town tenders final payment to the Contractor, without further acknowledgment by the parties.

Contractor Waiver and Limitation. The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the Town and hereby agrees that no default, act, or omission of the Town or the Engineer, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the Town shall so consent or direct in writing) to suspend or abandon performance of all or any part of the work.

The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, save only its right to money damages.

Venue. Any litigation arising out of this Contract shall be brought in the Superior Court of Placer County, and the Contractor hereby waives the removal provisions of Code of Civil Procedure Section 394.

10 GENERAL

Add to the end of section 10-5:

Contractor shall be required to reduce particulate generation during construction, which will include:

- Construction site shall be watered before work begins and after work ends each day. Water shall also be applied to areas of high construction activity as necessary throughout the day to minimize the generation of dust;
- All equipment and engines shall be properly tuned and maintained;
- Electrical power from existing sources shall be used instead of diesel generators, to the extent possible;
- All roadways shall be cleaned up at the end of each day during construction;

- Dirt piles and haul trucks shall be covered at the end of each day during construction;
- All construction vehicles shall be cleaned prior to leaving the project site;
- Stabilization by the use of erosion control measure of disturbed areas following construction;
- Grading activities shall not be conducted during periods of high winds (greater than 25 mph).
- Minimize idling time to 10 minutes for all diesel powered equipment.
- Apply water to control dust as needed to prevent dust impacts offsite. Operational water truck(s) shall be on-site, as required, to control fugitive dust. Construction vehicles leaving the site shall be cleaned to prevent dust, silt, mud, and dirt from being released or tracked offsite.
- Spread soil binders on unpaved roads and employee/equipment packing areas and wet broom or wash streets if silt is carried over to adjacent public thoroughfares.
- Install wheel washers or wash all trucks, including Contractor's own vehicles and dump trucks, and equipment leaving the site.

No additional payment will be made for obtaining hydrant permit, paying associated hydrant permit fees or for following conditions of the hydrant permit or the conditions stated above for dust control.

12 TEMPORARY TRAFFIC CONTROL

Replace section 12-1.04 with:

The cost of furnishing all flaggers, including transporting flaggers and furnishing stands and towers for flaggers to provide for the passage of traffic through the work as specified in sections 7-1.03 and 7-1.04 is paid under Stage Construction and Traffic Handling bid item.

Replace the 3rd sub-item in item 1 in the list in the 1st paragraph of section 12-3.01A(3) with:

1.3. Contract number, county, route, and project limits

Replace second to last paragraph in section 12-3.11B(2):

Excavations for sign posts are not permitted for signs. All shall be mounted on temporary masts, or barricades, or affixed to existing roadside sign posts, as approved by the Engineer.

Replace section 12-3.11D:

Payment for construction area signs described for a traffic control system is included in the payment for the Stage Construction and Traffic Handling bid item.

Add to the beginning of section 12-3.32C:

Place at least one PCMS in each direction on Taylor Road and on King Road, westbound on Horseshoe Bar Road, and eastbound on Webb Street at locations approved by the Engineer. Start displaying the approved message on the PCMS 10 days before closing the lane. Keep the boards with the messages in place until work (including striping) is complete.

Place PCMSs at the locations above and in advance of the 1st warning sign for each:

1. Stationary lane closure
2. Shoulder closure
3. Speed reduction zone

Replace the second paragraph of section 12-4.01A with:

The Contractor shall cooperate with and notify the local sheriff and fire department, ambulance services, post office, refuse collectors, Placer County Transit, Loomis Union School District, Placer Union High School District, businesses and residents of proposed construction operations and traffic control operations a minimum of five working days before work is to begin in each work area. If changes are made to the traffic control plan, Contractor shall re-notify at least two working days before work is to begin. In addition, the Contractor shall make available a 24-hour telephone number in case of emergencies and/or problems.

The Contractor shall be responsible for placing "Construction Speed Limit" signs on both sides of the affected street one (1) hour prior to the Street being opened to traffic. The speed limit for the "Construction Speed Limit" signs cannot be less than 10 mph below the posted speed. At the pre-construction meeting, Contractor shall submit to the Engineer a sample "Construction Speed Limit" sign for acceptance. Signs shall be placed a maximum of 500 feet apart, on both sides of the affected street.

Emergency access to driveways, intersections, and residential streets shall be maintained at all times. If vehicles are parked in the working area, the Contractor shall not attempt to move the vehicle. The Contractor shall notify the Engineer immediately, and the Engineer shall make proper arrangements to remove the vehicle.

Replace the table in the definition of designated holidays in section 12-4.02A(2) with: Designated Holidays

Holiday	Date observed
New Year's Day	January 1st
Martin Luther King Day	January 20th
Lincoln's Birthday	February 12th
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	October 14th
Veterans Day	November 11th
Thanksgiving Holiday	4th Thursday in November & following Friday
Christmas Day	December 25th

Replace *Reserved* in section 12-4.02C(3)(d) with:

Do not perform work on Town streets that interferes with traffic from 7 am to 8 pm Monday thru Friday or from 8 am to 5 pm Saturday and Sunday.

You may close lanes on Taylor Road during the hours shown on Chart no. 1 and Chart no. 2.

Replace *Reserved* in section 12-4.02C(3)(m) with:

Comply with the requirements for a complete Town street lane closure shown in the following chart:

Chart No. 1																									
Location: Taylor Road										Direction: Both															
Closure limits: Horseshoe Bar Road to King Road																									
Hour	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon– Thu	1	1	1	1	1	1	1	1	N	N	N	N	N	N	N	N	N	N	N	N	N	1	1	1	1
Fri	1	1	1	1	1	1	1	1	N	N	N	N	N	N	N	N	N	N	N	N	N	1	1	1	1
Sat	1	1	1	1	1	1	1	1	1	N	N	N	N	N	N	N	N	N	N	1	1	1	1	1	1
Sun	1	1	1	1	1	1	1	1	1	N	N	N	N	N	N	N	N	N	N	1	1	1	1	1	1
Legend:																									
1 Provide at least 1 lane open in each direction of travel.																									
C Street may be closed.																									
N No lane closures allowed.																									
R Provide at least 1 through traffic lane not less than 10 feet in width for use by both directions of travel. (Reversing Control)																									
REMARKS: The number of through traffic lanes in each direction of travel is 1.																									

Chart No. 2																									
Location: Taylor Road												Direction: Both													
Closure limits: Del Oro High School to Rippey Road																									
Hour	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon– Thu	R	R	R	R	R	R	R	R	1	1	1	1	1	1	1	1	1	1	1	1	R	R	R	R	
Fri	R	R	R	R	R	R	R	R	1	1	1	1	1	1	1	1	1	1	1	1	R	R	R	R	
Sat	R	R	R	R	R	R	R	R	R	1	1	1	1	1	1	1	1	1	1	R	R	R	R	R	
Sun	R	R	R	R	R	R	R	R	R	1	1	1	1	1	1	1	1	1	1	R	R	R	R	R	
Legend:																									
1 Provide at least 1 lane open in each direction of travel.																									
C Street may be closed.																									
N No lane closures allowed.																									
R Provide at least 1 through traffic lane not less than 10 feet in width for use by both directions of travel. (Reversing Control)																									
REMARKS: The number of through traffic lanes in each direction of travel is 1.																									

Add to the end of the 1st paragraph of section 12-4.02C(7)(a):

except you may use a moving closure during traffic striping and pavement marker placement using a bituminous adhesive. Do not use a moving lane closure when grinding for recessed striping and recessed markers.

Add to the end of section 12-4.02C(7)(a):

Except where prohibited, use an impact attenuator vehicle:

1. To follow behind equipment and workers who are placing and removing components of a closure. Operate the flashing arrow sign in the arrow or caution mode during this activity, whichever applies. Follow at a distance that prevents intrusion into the work space from passing traffic.
2. As a shadow vehicle in a moving lane closure.

After placing components of a stationary traffic control system, you may place the impact attenuator vehicle in advance of the work area or at another authorized location to protect traffic and workers.

Replace section 12-7.04 with:

Payment for all materials and work defined in Section 12 shall be paid for at the contract lump sum price for Stage Construction and Traffic Handling as shown on the Bid Schedule.

13 WATER POLLUTION CONTROL

Replace section 13-3.04 with:

Payment for preparing the storm water pollution prevention plan is included in the contract lump sum price for Erosion Control as shown on the Bid Schedule.

Replace section 13-5.04 with:

Payment for required temporary soil stabilization is included in the contract lump sum price for Erosion Control as shown on the Bid Schedule.

Replace section 13-6.04 with:

Payment for required temporary sediment control is included in the contract lump sum price for Erosion Control as shown on the Bid Schedule.

Replace section 13-7.03D with:

Payment for required temporary construction entrance or roadway is included in the contract lump sum price for Erosion Control as shown on the Bid Schedule.

14 ENVIRONMENTAL STEWARDSHIP

Add after the 2nd paragraph of section 14-11.12A:

This project includes removal of yellow painted traffic stripe that will produce hazardous waste residue.

Add after the 1st paragraph of 14-11.12E:

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in California 30 days after accumulating 220 lb of residue.

If less than 220 lb of hazardous waste residue and dust is generated in total, dispose of it within 30 days after the start of accumulation of the residue.

15 EXISTING FACILITIES

Add to the end of section 15-1.03C:

At least 2 business days before hauling the material to the salvaged material stockpile location, notify the Engineer and inform the Town at telephone no. (916) 652-1840.

The stockpile location is:

Town of Loomis Corporation Yard
3165 Rippey Road
Loomis, CA 95650

Replace section 15-1.03D with:

15-1.03D PROTECTION OF ROADWAY FACILITIES

The surfaces of all roadway facilities within the limits of work (i.e. manhole covers, water valve covers, monument lids, etc.) shall be protected from the paving operations. All material used to protect the facilities shall be removed and disposed of properly after the paving operations. After the paving work, the surfaces of all roadway facilities shall have a clean surface.

The Contractor shall carefully reference all facilities located in the work area and shall paint the locations of the facilities on the surface immediately after resurfacing.

Nothing herein shall be construed as relieving the Contractor of his/her responsibility for final cleanup of the site as provided in the Section 4-1.13, "Cleanup" of the State Standard Specifications.

Full compensation for complying with the requirements of this section shall be considered as included in the prices paid for various contract items of work involved, and no additional compensation will be allowed therefore.

Replace section 15-1.03E with:

15-1.03D RELOCATE BOULDERS

The Contractor shall move boulders in conflict with improvements shown on the plans as directed by the Engineer.

Payment for all labor and materials required to move boulders shall be included in the contract price for Relocate Boulder as shown on the Bid Schedule.

17 GENERAL

Replace the 1st paragraph of section 17-2.03B with:

Clear all construction areas above original ground of (1) all vegetation such as logs, upturned stumps, roots of downed trees, brush, grass, and weeds and (2) other objectionable material including concrete, masonry, bollards, railings, and debris.

Remove trees labeled for removal on the plans or as directed by the Engineer.

18 DUST PALLIATIVES

Replace section 18-1.04 with:

Payment for required dust palliatives is included in the contract lump sum price for Erosion Control as shown on the Bid Schedule.

19 EARTHWORK

Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with:

Dispose of surplus material. Ensure enough material is available to complete the embankments before disposing of it.

Replace section 19-11 with:

19-11 BASE REPAIR

19-11.01A General

Section 19-11 includes specifications for performing base repair.

19-11.01B Construction

The Contractor shall saw cut along neat lines around the perimeter of the pavement at locations determined by the Engineer. Remove all asphalt and base material to native ground or to a depth that removes the failing structural section material.

Replace the structural section to match the removed materials. The surface must have the same uniform smoothness, color, and texture as the adjacent surface. Compact the base and subbase material to a minimum relative compaction of 95 percent.

19-11.01C Payment

Payment for all labor and materials required for base repair shall be included in the contract price for Base Repair as shown on the Bid Schedule.

21 EROSION CONTROL

Replace section 21-2.04 with:

Payment for all required items in Section 21 is included in the contract lump sum price for Erosion Control as shown on the Bid Schedule.

39 ASPHALT CONCRETE

Replace the second paragraph of section 39-2.01B(3) with:

For a leveling course, the grade of asphalt binder for the HMA must be PG 64-10.

Replace *Reserved* in section 39-2.02B(3) with:

The grade of asphalt binder for Type A HMA shall be PG 64-10.

Replace the second paragraph of section 39-2.01D with:

Payment for tack coat is included in the payment for hot mix asphalt as shown on the Bid Schedule.

Replace the row for *Moisture susceptibility (min, psi, dry strength)* in the table in item 3 in the list in the paragraph of section 39-2.02A(4)(e) with:

For RAP substitution equal to or less than 15% moisture susceptibility (min, psi, dry strength)	AASHTO T 283	100
For RAP substitution greater than 15% moisture susceptibility (psi, dry strength)	AASHTO T 283	100-300 ^h

Replace the row for *Moisture susceptibility, dry strength* in the table in the 1st paragraph of section 39-2.02B(2) with:

For RAP substitution equal to or less than 15% moisture susceptibility (min, psi, dry strength)	AASHTO T 283	100
For RAP substitution greater than 15% moisture susceptibility (psi, dry strength)	AASHTO T 283	100-300 ^e

47 EARTH RETAINING SYSTEM

Replace section 47-4 with:

47-4 KEYSTONE RETAINING WALL

47-4.01 GENERAL

47-4.01A(1) Summary

Section 47-4 includes specifications for constructing keystone type retaining walls.

- A. Work shall consist of designing, furnishing and construction of a KEYSTONE HARDSCAPE Standard I unit retaining wall system or approved equal in accordance with these specifications and in reasonable close conformity with the lines, grades, design and dimensions shown on the plans.
- B. Work includes preparing foundation soil, furnishing and installing leveling pad, unit facing system, unit drainage fill and reinforced backfill to the lines and grades shown on the construction drawings.
- C. Work includes furnishing and installing geogrid soil reinforcement of the type, size, location and lengths designated on the construction drawings.

47-4.01A(2) Related Sections

Section 19 Earthwork

47-4.01A(3) Reference Documents

- A. American Association of State Highway and Transportation Officials (AASHTO)
 - 1. AASHTO M 252 Corrugated Polyethylene Drainage Pipe
 - 2. AASHTO M 288 Geotextile Specification for Highway Applications
- B. American Society for Testing and Materials (ASTM)
 - 1. ASTM C140 Sampling and Testing Concrete Masonry Units
 - 2. ASTM C1372 Specification for Dry-Cast Segmental Retaining Wall Units
 - 3. ASTM D442 Particle Size Analysis of Soils
 - 4. ASTM D698 Laboratory Compaction Characteristics of Soil – Standard Effort
 - 5. ASTM D1556 Standard Test Method for Density and Unit Weight of Soil In Place by the Sand Cone Method
 - 6. ASTM D1557 Laboratory Compaction Characteristics of Soil – Modified Effort
 - 7. ASTM D2487 Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)
 - 8. ASTM D2922 Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
 - 9. ASTM D3034 Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer pipe and Fittings
 - 10. ASTM D4318 Liquid Limit, Plastic Limit and Plasticity Index of Soils
 - 11. ASTM D4475 Horizontal Shear Strength of Pultruded Reinforced Plastic Rods

12. ASTM D4476 Flexural Properties of Fiber Reinforced Pultruded Plastic Rods
13. ASTM D4595 Standard Test Method for Tensile Properties of Geotextiles by Wide-Width Strip Method
14. ASTM D4873 Standard Guide for Identification, Storage and Handling of Geosynthetics
15. ASTM D5262 Standard Test Method for Evaluating the Unconfined Tension Creep Behavior of Geosynthetics
16. ASTM D5321 Standard Test Method for Determining the Coefficient of Soil and Geosynthetic or Geosynthetic and Geosynthetic Friction by the Direct Shear Method
17. ASTM D5818 Standard Practice for Obtaining Samples of Geosynthetics from a Test Section for Assessment of Installation Damage
18. ASTM D6637 Standard Test Method for Determining Tensile Properties of Geogrids by the Single or Multi-Rib Method
19. ASTM D6638 Standard Test Method for Determining Connection Strength Between Geosynthetic Reinforcement and Segmental Concrete Units
20. ASTM D6706 Standard Test Method for Measuring Geosynthetic Pullout Resistance in Soil
21. ASTM D6916 Standard Test Method for Determining the Shear Strength Between Segmental Concrete Units

C. National Concrete Masonry Association (NCMA)

1. NCMA SRWU-1 Test Method for Determining Connection Strength of SRW
2. NCMA SRWU-2 Test Method for Determining Shear Strength of SRW

47-4.01B Definitions

- A. **Standard I Unit** – a dry-stacked concrete retaining wall unit machine made from Portland cement, water, aggregates, manufactured by a licensed manufacturer of Keystone.
- B. **Structural Geogrid** – a polymeric material formed by a regular network of connected tensile elements with apertures of sufficient size to allow interlocking with surrounding soil, rock or earth and function primarily as reinforcement.
- C. **Unit Drainage Fill** – drainage aggregate that is placed within and immediately behind the Keystone concrete units.
- D. **Reinforced Backfill** – compacted soil that is placed within the reinforced soil volume as outlined on the plans.
- E. **Retained Soil** – the soil mass behind the reinforced backfill.
- F. **Foundation Soil** – the soil mass below the leveling pad and reinforced backfill.
- G. **Leveling Pad** – crushed stone, sand and gravel or unreinforced concrete material placed to provide a level surface for placement of the Keystone concrete units.

H. **Geosynthetic Reinforcement** – polymeric material designed specifically for soil reinforcement.

47-4.01C Submittals

Contractor shall submit a Manufacturer’s certification, prior to the start of work, that the retaining wall system components meet the requirements of this specification and the structure design.

Contractor shall submit construction drawings and design calculations for the retaining wall system prepared and stamped by a Professional Engineer registered in the state of the project.

47-4.01D Quality Assurance

Contractor shall submit a list of five (5) previously constructed projects of similar size and magnitude by the wall installer where the Compac or Standard retaining wall system has been constructed successfully. Contact names and phone numbers shall be listed for each project.

Contractor shall provide evidence that the design engineer has a minimum of five years documented experience in the design of reinforced soil structures. The design engineer shall provide proof of current professional liability insurance with an aggregate coverage limit of not less than \$2,000,000.

The Town shall provide quality assurance inspection and testing during earthwork and wall construction operations. Contractor shall provide all quality control testing and inspection not provided by the Town. The Town’s quality assurance program does not relieve the contractor of responsibility for quality control and wall performance.

Contractor shall check all materials upon delivery to assure that the proper type, grade, color, and certification have been received.

Contractor shall protect all materials from damage due to jobsite conditions and in accordance with manufacturer's recommendations. Damaged materials shall not be incorporated into the work.

47-4.02 MATERIALS

47-4.02A Keystone Concrete Retaining Wall Units

Keystone Standard I retaining wall units shall conform to the following architectural requirements

1. Face color - concrete gray, unless otherwise specified. The Engineer may specify standard manufacturers’ color.
2. Face finish - hard split in angular tri-plane or straight face configuration. Other face finishes will not be allowed without written approval of the Engineer.
3. Bond configuration - running with bonds nominally located at midpoint in vertically adjacent units.
4. Exposed surfaces of units shall be free of chips, cracks or other imperfections when viewed from a distance of 20 feet (6 m) under diffused lighting.

Keystone concrete units shall conform to the requirements of ASTM C1372 - Standard Specifications for Segmental Retaining Wall Units.

Keystone concrete units shall conform to the following structural and geometric requirements measured in accordance with ASTM C140 Sampling and Testing Concrete Masonry Units:

1. Compressive strength: ≥ 3000 psi (21 MPa).
2. Absorption: ≤ 8 % for standard weight aggregates.
3. Dimensional tolerances: $\pm 1/8$ " (3 mm) from nominal unit dimensions not including rough split face.
4. Unit Size: 8" (203 mm) (H) x 18" (457 mm) (W) x 18 to 21.5" (304 to 546 mm)(D) minimum.

Keystone concrete units shall conform to the following constructability requirements:

1. Vertical setback: $1/8$ inch (3 mm) \pm per course (near vertical) or $1 1/8$ inch (28 mm) + per course, per the design.
2. Alignment and grid attachment mechanism - fiberglass pins, two per unit.
3. Maximum horizontal gap between erected units shall be $\leq 1/2$ inch (13 mm).

47-4.02B Shear and Reinforcement Pin Connectors

Shear and reinforcement pin connectors shall be 1/2-inch (12 mm) diameter thermoset isophthalic polyester resin pultruded fiberglass reinforcement rods to provide connection between vertically and horizontally adjacent units and geosynthetic reinforcement, with the following requirements:

1. Flexural Strength in accordance with ASTM D4476: 128,000 psi (882 MPa) minimum.
2. Short Beam Shear in accordance with ASTM D4475: 6,400 psi (44 MPa) minimum.

Shear and reinforcement pin connectors shall be capable of holding the geogrid in the proper design position during grid pre-tensioning and backfilling.

47-4.02C Base Leveling Pad Material

Material shall consist of a compacted crushed stone base, sand and gravel or unreinforced concrete, as shown on the construction drawings.

47-4.02D Unit Drainage Fill

Unit drainage fill shall consist of clean 1 inch (25 mm) minus crushed stone or crushed gravel meeting the following gradation tested in accordance with ASTM D-422:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch (25 mm)	100
3/4-inch (19mm)	75 – 100
No. 4 (4.75 mm)	0 – 10
No. 50 (300 um)	0 - 5

Drainage fill shall be placed within the cores of, between, and behind the units as indicated on the design drawings. Not less than 1.2 cubic foot (0.033 m3), of drainage fill shall be used for each square foot (0.093 m2) of wall face unless otherwise specified.

47-4.02E Reinforced Backfill

Reinforced backfill shall be free of debris and meet the following gradation tested in accordance with ASTM D-422:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 1/2 inch (38 mm)	100
3/4-inch (19 mm)	75 – 100
No. 40 (425 um)	0 – 60
No. 200 (75 um)	0 – 35

Plasticity Index (PI) < 15 and Liquid Limit < 40, per ASTM D4318

The maximum aggregate size shall be limited to 3/4 inch (19 mm) unless installation damage tests have been performed to evaluate potential strength reductions to the geogrid design due to increased installation damage during construction.

Material can be site-excavated soils where the above requirements can be met. Soils not meeting the above criteria, including highly plastic clays and organic soils, shall not be used in the backfill or reinforced backfill soil mass.

Contractor shall submit reinforced fill sample and laboratory test results to the Architect/Engineer for approval, prior to the use of any proposed reinforced backfill material.

47-4.02F Geogrid Soil Reinforcement

Geosynthetic reinforcement shall consist of geogrids manufactured for soil reinforcement applications and shall be manufactured from high tenacity polyester yarn or high density polyethylene. Polyester geogrid shall be made from high tenacity polyester filament yarn with a molecular weight exceeded 25,000 g/m and with a carboxyl end group value less than 30. Polyester geogrid shall be coated with an impregnated PVC coating that resists peeling, cracking and stripping.

Ta – Long Term Allowable Tensile Design Load. Ta of the geogrid material shall be determined as follows:
 $Ta = Tult / (RFcr * RFd * RFid * FS)$. Ta shall be evaluated based on a 75 year design life.

1. Tult – Short Term Ultimate Tensile Strength. Tult shall be determined in accordance with ASTM D4595 or ASTM D6637. Tult is based on the minimum average roll values (MARV).
2. RFcr – Reduction Factor for Long Term Tension Creep. RFcr shall be determined from 10,000 hour creep testing performed in accordance with ASTM D5262. RFcr = 1.45 minimum.
3. RFd – Reduction Factor for Durability. RFd shall be determined from polymer specific durability testing covering the range of expected soil environments. RFd = 1.10 minimum.
4. RFid – Reduction Factor for Installation Damage. RFid shall be determined from product specific construction damage testing performed in accordance with ASTM D5818. Test results shall be provided for each product to be used with project specific or more severe soil types. RFid = 1.05 minimum.

5. FS – Overall Design Factor of Safety. FS shall be 1.5 unless noted for the maximum allowable working stress calculation.

The maximum design tensile load of the geogrid shall not exceed the laboratory tested ultimate strength of the geogrid/facing unit connection divided by a factor of safety of 1.5. The connection strength testing and computation procedures shall be in accordance with ASTM D6638 Connection Strength between Geosynthetic Reinforcement and Segmental Concrete Units or NCMA SRWU-1.

Ci – Coefficient of Soil Interaction. Ci values shall be determined per ASTM D6706 at a maximum 0.75 inch (19 mm) displacement.

The geogrid manufacturer shall have a Manufacturing Quality Control program that includes QC testing by an independent laboratory. The QC testing shall include Tensile Strength testing, Melt Flow Index testing for HDPE geogrids and Molecular Weight testing for polyester geogrids.

47-4.02G Drainage Pipe

If required, drainage pipe shall be perforated or slotted PVC pipe manufactured in accordance with ASTM D3034 or corrugated HDPE pipe manufactured in accordance with AASHTO M252.

47-4.02H Geotextile Filter Fabric

When required, geotextile filter fabric shall be a needle-punched nonwoven fabric that meets the requirements of AASHTO M288.

47-4.03 CONSTRUCTION

47-4.03A Excavation

Contractor shall excavate to the lines and grades shown on the construction drawings. The Town or Contractors QA/QC representative shall inspect the excavation and test the foundation soils and approve prior to placement of the leveling pad material or fill soils. Any over-excavation required to remove unsuitable soils shall be oversized from the front of the leveling pad and back of the geogrid reinforcement.

Over-excavation and replacement of unsuitable soils and replacement with approved compacted fill will be compensated as agreed upon with the Town.

47-4.03B Base Leveling Pad

Leveling pad material shall be placed to the lines and grades shown on the construction drawings to a minimum thickness of 6 inches (150 mm) and extend laterally a minimum of 6 inches in front and behind the Keystone wall unit.

Soil leveling pad materials shall be compacted to a minimum of 95% of Standard Proctor density per ASTM D697 or 92% Modified Proctor density per ASTM D1557.

Leveling pad shall be prepared to insure full contact with the base surface of the concrete units.

47-4.03C Keystone Unit Installation

First course of units shall be placed on the leveling pad at the appropriate line and grade. Alignment and

level shall be checked in all directions and insure that all units are in full contact with the base and properly seated.

Place the front of units side-by-side. Do not leave gaps between adjacent units. Layout of corners and curves shall be in accordance with manufacturer's recommendations.

Install shear/connecting pins per manufacturer's recommendations.

Place and compact drainage fill within and behind wall units. Place and compact reinforced backfill soil behind drainage fill.

Maximum stacked vertical height of wall units, prior to drainage fill and backfill placement and compaction, shall not exceed two courses.

47-4.03D Structural Geogrid Installation

Geogrid shall be installed with the highest strength direction perpendicular to the wall alignment.

Geogrid reinforcement shall be placed at the strengths, lengths and elevations shown on the construction drawings, or as directed by the engineer.

The geogrid shall be laid horizontally on compacted backfill and attached to the Keystone wall unit pins and within 1 inch of the face of the units. Place the next course of Keystone units over the geogrid. The geogrid shall be pulled taut and anchored prior to backfill placement on the geogrid.

Geogrid reinforcements shall be continuous throughout their embedment lengths and placed side-by-side to provide 100% coverage at each level. Spliced connections between shorter pieces of geogrid or gaps greater than 2 inches between adjacent pieces of geogrid are not permitted.

47-4.03E Reinforced Backfill Placement

Reinforced backfill shall be placed, spread and compacted in such a manner that minimizes the development of slack in the geogrid and installation damage to the geogrid.

Reinforced backfill shall be placed and compacted in lifts not to exceed 6 inches (150 mm) where hand operated compaction equipment is used, or 8 – 10 inches (200 to 250 mm) where heavy compaction equipment is used. Lift thickness shall be decreased to achieve the required density, as needed.

Reinforced backfill shall be compacted to a minimum of 95% of Standard Proctor density per ASTM D697 or 92% Modified Proctor density per ASTM D1557. The moisture content of the reinforced backfill material during compaction shall be uniformly distributed throughout each layer and shall be dry of optimum by 0 to 3 percentage points of moisture.

Only hand operated compaction equipment shall be allowed within 3 feet (1 M) from the back of the Keystone concrete units.

Tracked construction equipment shall not be operated directly upon the geogrid reinforcement. A minimum fill thickness of 6 inches (150 mm) is required prior to operation of tracked vehicles over the geogrid. Tracked vehicle turning should be kept to a minimum to prevent tracks from displacing the fill

and damaging or displacing the Keystone units or geogrid.

Rubber tired equipment may pass over geogrid reinforcement at slow speeds, less than 10 MPH. Sudden braking and turning shall be avoided.

At the end of each day's operation, the Contractor shall slope the last lift of reinforced backfill away from the wall units to direct runoff away from the wall face. The Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

47-4.03F Cap Installation

Prior to placement of the cap, the upper surface of the top course of wall units shall be cleaned of soil and any other material.

Construct contraction joints a maximum of 12 feet apart.

Construction expansion joints at 60-foot intervals.

47-4.03G As-built Construction Tolerances

The following tolerances will be allowed:

1. Vertical alignment: ± 1.5 inches (40 mm) over any 10 foot (3 m) distance.
2. Wall batter: within 2 degrees of design batter. Overall wall batter shall be ≥ 0 degrees.
3. Horizontal alignment: ± 1.5 inches (40 mm) over any 10 foot (3 m) distance.
4. Corners and curves: ± 1 foot (300 mm) to theoretical location.
5. Maximum horizontal gap between erected units shall be $\leq 1/2$ inch (13 mm).

47-4.03H Field Quality Control

Quality Assurance – The Town shall engage inspection and testing services, including independent laboratories, to provide quality assurance and testing services during construction. This does not relieve the Contractor from securing the necessary construction quality control testing.

Quality assurance should include foundation soil inspection and testing and verification of the geotechnical design parameters and verification that the contractor's quality control testing is adequate as a minimum. Quality assurance shall also include observation of the construction for general compliance with the design drawings and project specifications. Quality assurance is usually best performed by the site geotechnical engineer.

Quality Control – The Contractor shall engage independent inspection and testing services to perform the minimum quality control testing described in the retaining wall design plans and specifications. Only qualified and experienced technicians and engineers shall perform quality control testing and inspection services.

Quality control testing shall include soil and backfill testing to verify soil types and strengths, compaction and moisture conditions and verification that the retaining wall is being constructed in accordance with the design plans and specifications.

47-4.04 PAYMENT

Payment for keystone retaining wall, including all wall materials, excavation, backfill, geogrid, and drainage, and installation, shall be included in the contract price for Keystone Retaining Wall as shown on the Bid Schedule.

51 CONCRETE STRUCTURES

Replace the 2nd paragraph in section 51-1.04 with:

Payment for drainage inlets, including all labor and materials to construct new inlet or modify inlet, is included in the contract price for Install Drainage Inlet as shown on the Bid Schedule. New drainage inlets may be cast in place or precast unless otherwise instructed by the Engineer.

73 CONCRETE CURBS AND SIDEWALKS

Replace section 73-1.04 with:

Payment for curb, gutter, or sidewalk work shall include payment for dowels placed into existing concrete.

Add to the beginning of section 73-3.03:

Before placing concrete, verify that forms and site constraints allow the required dimensioning and slopes shown. Immediately notify the Engineer if you encounter site conditions that will not accommodate the design details. Modifications ordered by the Engineer are change order work.

77 LOCAL INFRASTRUCTURE

Replace section 77-1 with:

77-1 SOUTH PLACER MUNICIPAL UTILITY DISTRICT

77-1.01A General

Section 77-1 includes specifications for sewer work. Perform all sewer work at locations shown on the plans. The workmanship will be prescribed by this special specification, in conformity with details shown on the plans and/or as directed/approved by the Engineer.

77-1.01B Materials

Furnish materials in accordance with the details shown on the plans.

77-1.01C Construction

Before performing sewer work, the Contractor shall contact the South Placer Municipal Utility District and the Engineer. After sewer construction is complete, the Contractor will again inspect the site with the Engineer for approval. Construct per the South Placer Municipal Utility District specifications and ordinances, available online at <https://spmud.ca.gov/specifications-and-ordinances>.

77-1.01D Payment

Payment for all sewer work, including all trenching, excavation, materials, backfill, and connections, shall be included in the contract price for Install Sewer Lateral Clean Out as shown on the Bid Schedule.

78 INCIDENTAL CONSTRUCTION

Replace section 78-6 with:

78-6 RELOCATE TRANSIT SHELTER

78-6.01A General

Section 78-6 includes specifications for resetting transit shelters.

78-6.01B Materials

Concrete anchor bolts shall be 1/2" diameter SS Simpson Strong Bolts or approved equal, or as shown on the plans.

78-6.01C Construction

Unbolt shelter from existing foundation and move to clear the way for your activities. Transit shelter may be disassembled and reassembled when reinstalled at Contractors expense. Remove bench and protect from damage.

When new transit shelter pad is constructed, anchor transit shelter to pad. Anchor bolts may be set in concrete while it is in the plastic stage, or by drilling and bonding. Drilling of anchor bolt holes and bonding of bolts must comply with the specifications for drilling and bonding dowels in section 51-1.03E(3). Place bench as shown on plans or as directed by the Engineer.

78-6.01D Payment

Payment for resetting transit shelter, including anchor bolt materials and installation, shall be included in the contract price for Reset Transit Shelter as shown on the Bid Schedule. No additional compensation will be allowed for disassembling and reassembling the transit shelter.

82 SIGNS AND MARKERS

Replace section 82-2.04 with:

Payment for furnishing and installing any type of sign panel is included in the payment of Roadside Sign.

Remove the last paragraph of section 82-3.04

83 RAILINGS AND BARRIERS

Replace section 83-2.10 with:

83-2.10 IRON RAILING

83-2.10A General

Section 83-2.10 includes specifications for constructing iron railings. Furnish and install iron railing at locations shown on the plans. The workmanship will be prescribed by this special specification, in conformity with details shown on the plans and/or as directed/approved by the Engineer.

83-2.10B Materials

Furnish materials in accordance with the details shown on the plans. The materials for the railing include posts, pickets, rails, post caps and all necessary fittings and appurtenances required for proper installation. The Contractor will provide the Engineer with the specifications of all items for the railing for approval before installation. Use only new materials.

83-2.10C Construction

Before work commences in the area, the Contractor will inform and inspect the site with the Engineer. After the construction is complete, the Contractor will again inspect the site with the Engineer for approval. All the material for the new railing panels will be first approved by the Engineer. The new railing, including but not be limited to posts, pickets, rails, post caps, will be installed at locations shown on the plans and/or as directed by the Engineer.

Unless otherwise shown on plans, Contractor may imbed railing in a concrete footing or anchor to concrete surface. Anchor bolts may be set in concrete while it is in the plastic stage, or by drilling and bonding. Drilling of anchor bolt holes and bonding of bolts must comply with the specifications for drilling and bonding dowels in section 51-1.03E(3).

Paint color shall be black. Painting shall be by hand or spray. Two coats will be required on all parts. The final surface will be of even color without streaks, drips, bubbles, incomplete coverage or any other surface imperfection. Paint finish will be powder coated for ease of long-term maintenance.

If necessary, the railing will be reinforced at the joints with either welding or welded on metal that will not detract from the decorative appeal of the railing. All welding will be performed in a workman-like manner with solid joints of minimum protrusion. The completed railing will be solid and have minimal flexure. Any excessive splatter of the weld will be ground off.

83-2.10D Payment

Payment for furnishing and installing iron railing, including all materials and anchorage required to install, shall be included in the contract price for Iron Railing as shown on the Bid Schedule.

Replace section 83-2.11 with:

83-2.11 SIDEWALK BARRICADE

83-2.10A General

Section 83-2.11 includes specifications for constructing sidewalk barricades. Furnish and install sidewalk barricades at locations shown on the plans. The workmanship will be prescribed by this special specification, in conformity with details shown on the plans and/or as directed/approved by the Engineer.

83-2.11B Materials

Furnish materials in accordance with the details shown on the plans. The materials for the barricade include posts, pickets, rails, and all necessary fittings and appurtenances required for proper installation. The Contractor will provide the Engineer with the specifications of all items for the railing for approval before installation. Use only new materials.

83-2.11C Construction

Before work commences in the area, the Contractor will inform and inspect the site with the Engineer. After the construction is complete, the Contractor will again inspect the site with the Engineer for approval. The new railing, including but not be limited to posts, pickets, rails, post caps, will be installed at locations shown on the plans and/or as directed by the Engineer.

83-2.11D Payment

Payment for constructing sidewalk barricades, including all materials and hardware required to install, shall be included in the contract price for Sidewalk Barricade as shown on the Bid Schedule.

84 MARKINGS

Replace section 84-2 with:

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.01 GENERAL

84-2.01A Summary

Section 84-2 includes specifications for applying traffic stripes and pavement markings.

Traffic stripes and pavement markings must comply with ASTM D6628 for daytime and nighttime color.

Retroreflectivity must be measured under ASTM E1710 and the sampling protocol specified in ASTM D7585.

84-2.01B Definitions

pavement marking: Transverse marking such as (1) a limit line, (2) a stop line, or (3) a word, symbol, shoulder, parking stall, or railroad-grade-crossing marking.

traffic stripe: Longitudinal centerline or lane line used for separating traffic lanes in the same direction of travel or in the opposing direction of travel or a longitudinal edge line marking the edge of the traveled way or the edge of a lane at a gore area separating traffic at an exit or entrance ramp. A traffic stripe is shown as a traffic line.

84-2.01C Submittals

For each lot or batch of traffic stripe material, primer, and glass beads, submit:

1. Certificate of compliance, including the material name, lot or batch number, and manufacture date
2. METS notification letter stating that the material is authorized for use, except for thermoplastic and primer
3. SDS
4. Manufacturer's Instructions

For each lot or batch of thermoplastic, submit a manufacturer's certificate of compliance and the following test results from the California Test 423:

1. Brookfield Thermosel viscosity
2. Hardness
3. Yellowness index, white only
4. Daytime luminance factor
5. Yellow color, yellow only
6. Glass bead content
7. Binder content

The date of the test must be within 1 year of use.

Submit test results for each lot of beads specifying the EPA test methods used and tracing the lot to the specific test sample. The testing for lead and arsenic content must be performed by an independent testing laboratory.

Submit the thermoplastic test stripe to the Engineer.

Submit the retroreflectivity test result within 5 days of testing the traffic stripes and pavement markings. The data must include the retroreflectivity, time, date, and GPS coordinates for each measurement.

84-2.01D Quality Assurance

84-2.01D(1) General

Reserved

84-2.01D(2) Quality Control

Before starting permanent application of methyl methacrylate and two component paint traffic stripes and pavement markings, apply a test stripe on roofing felt or other suitable material in the presence of the Engineer. The test stripe section must be at least 50 feet in length.

Upon request, apply a thermoplastic test stripe on suitable material in the presence of the Engineer

during the application of thermoplastic traffic stripes or markings. The test stripe must be at least 1 foot in length.

Remove loose glass beads before measuring the retroreflectivity. Obtain authorization to proceed with the application of traffic stripes and pavement markings.

Within 30 days of application, test the traffic stripes and pavement markings under the test methods and frequencies shown in the following table:

Traffic Stripe Testing Frequency

Quality characteristic	Test method	Minimum sampling and testing frequency
Initial retroreflectivity (min, mcd·m ⁻² ·lx ⁻¹) White Yellow	ASTM E1710	ASTM D7585 ^a

^aUse the referee evaluation protocol for project length less than 10 miles. For project lengths greater than or equal to 10 miles, add one evaluation for every additional mile.

Verify the glass bead application rate by stabbing the glass bead tank with a calibrated rod.

84-2.01D(3) Department Acceptance

The Engineer will perform a nighttime, drive-through, visual inspection of the retroreflectivity of the traffic stripes and pavement markings and notify you of any locations with deficient retroreflectivity. Test the retroreflectivity of the deficient areas to confirm striping and pavement markings meets the requirements.

The thermoplastic test stripe will be tested for yellow color, daytime luminance factor, and yellowness index requirements by METS.

84-2.02 MATERIALS

84-2.02A General

Reserved

84-2.02B Glass Beads

Each lot of glass beads must comply with EPA Test Method 3052 and 6010B or 6010C. Glass beads must contain less than 200 ppm each of arsenic and lead.

Type 1 glass beads must comply with AASHTO M 247.

Type 2 glass beads must comply with AASHTO M 247. At least 75 percent of the beads by count must be true spheres that are colorless and do not exhibit dark spots, air inclusions, or surface scratches when viewed under 20X magnification.

High-performance glass beads must be on the Authorized Material List for high-performance glass beads.

Large-gradation glass beads must be on the Authorized Material List for two component traffic paint.

Glass beads for methyl methacrylate must be on the Authorized Material List for methyl methacrylate traffic striping and pavement marking.

Glass beads for paint must comply with State Specification 8010-004.

Glass beads must be surface treated, according to the bead and the material manufacturer's instructions, to promote adhesion with the specified material.

84-2.02C Thermoplastic

Thermoplastic must comply with State Specification PTH-02HYDRO, or PTH-02ALKYD.

Sprayable thermoplastic must comply with State Specification PTH-02SPRAY.

Each lot or batch of thermoplastic must be tested under California Test 423.

84-2.02D Methyl Methacrylate

Methyl methacrylate traffic paint must:

1. Be on the Authorized Material List for methyl methacrylate traffic striping and pavement marking
2. Be Category 2

84-2.02E Traffic Striping and Pavement Marking Tape

Traffic striping and pavement marking tape must be on the Authorized Material List for signing and delineation materials.

White tape must have an initial retroreflectivity of a minimum 700 mcd/m².

Yellow tape must have an initial retroreflectivity of a minimum 500 mcd/m².

When contrast is required for traffic striping and pavement marking tape, the tape must be pre-formed and retroreflective, consisting of a white film with retroreflective beads and a contrasting black film border. The contrasting black border must be a nonreflective film bonded on each side of the white film to form a continuous roll. Each black border must be a minimum of 2 inches wide. The width of the tape must be at least 4 inches wider than the stripe width.

84-2.02F Two-Component Paint

Two-component traffic paint must be on the Authorized Material List for two component traffic paint.

84-2.02G Paint

Paint must comply with the requirements shown in following table:

Paint Specifications

Paint type	Color	Specification
Waterborne traffic line	White, yellow, and black	State Specification PTWB-01R2
Waterborne traffic line for the international symbol of accessibility and other curb markings	Blue, red, and green	Federal Specification TT-P-1952E

84-2.02H–84-2.02L Reserved

84-2.03 CONSTRUCTION

84-2.03A General

Establish the alignment for traffic stripes and the layouts for pavement markings with a device or method that will not conflict with other traffic control devices.

Protect existing retroreflective pavement markers during work activities.

Remove existing pavement markers that are coated or damaged by work activities and replace with an equivalent marker on the Authorized Material List for signing and delineation materials.

A completed traffic stripe or pavement marking must:

1. Have well defined edges
2. Be uniform
3. Be free from runs, bubbles, craters, drag marks, stretch marks, and debris

A completed traffic stripe must:

1. Be straight on a tangent alignment
2. Be a true arc on a curved alignment
3. Not deviate from the width shown by more than:
 - 3.1. 1/4 inch on a tangent alignment
 - 3.2. 1/2 inch on a curved alignment

The length of the gaps and individual stripes that form a broken traffic stripe must not deviate by more than 2 inches from the lengths shown. The gaps and stripes must be uniform throughout the entire length of the traffic stripe.

Protect newly placed traffic stripes and pavement markings from traffic and work activities until the traffic stripes and pavement markings are dry or hard enough to bear traffic.

Use mechanical methods to remove dirt, contaminants, and loose material from the pavement surface before applying the traffic stripe or pavement marking.

Use abrasive blast cleaning to remove laitance and curing compound from the surface of new concrete pavement before applying the traffic stripe or pavement marking.

Recess Depth Requirements

Material	Requirement	
	Depth (mils)	Depth (in)
Thermoplastic	375	3/8
Two component traffic paint	250	1/4
Methyl methacrylate traffic paint	250	1/4

Construct recesses for double traffic stripes in a single pass.

Before applying the traffic stripes and pavement markings:

1. Allow wet ground recesses to dry a minimum of 24 hours
2. Remove all powdery residue from dry recess
3. Keep the recesses dry and free from debris

Apply traffic stripes and pavement markings before the end of the same work shift.

84-2.03B Application of Traffic Stripes and Pavement Markings

84-2.03B(1) General

Apply material for a pavement marking with a stencil or a preformed marking.

Immediately remove drips, overspray, improper markings, or material tracked by traffic, using an authorized method.

Apply a traffic stripe or a pavement marking only to a clean, dry surface during a period when the pavement surface temperature is above 50 degrees F.

Apply traffic stripe or pavement marking and glass beads in a single pass. You may apply the glass beads by hand on pavement markings.

Embed glass beads to a depth of 1/2 their diameters.

Distribute glass beads uniformly on traffic stripe and pavement markings.

Glass beads with integral color must match the color of the stripe or pavement marking.

Apply glass beads with two separate applicator guns when two gradations are specified.

Allow enough overlap distance between new and existing striping patterns to ensure continuity at the start and end of the transition.

The retroreflectivity of applied traffic stripes and pavement markings must comply with the requirements shown in the following table:

Retroreflectivity Requirements

Traffic stripe material	White (min, mcd·m ⁻² ·lx ⁻¹)	Yellow (min, mcd·m ⁻² ·lx ⁻¹)
Paint	250	125
Thermoplastic	250	125

Thermoplastic with wet night enhanced visibility	700	500
Two component	250	125
Methyl methacrylate	500	300
Tape	700	500

84-2.03B(2) Thermoplastic

84-2.03B(2)(a) General

Apply primer or surface preparation adhesive under the manufacturer's instructions:

1. To all roadway surfaces except for asphaltic surfaces less than 6 months old
2. At a minimum rate of 1 gallon per 300 square feet
3. To allow time for the thermoplastic primer to dry and become tacky before application of the thermoplastic

Do not thin the primer.

Preheat thermoplastic using preheaters with mixers having a 360-degree rotation.

Apply thermoplastic in a single uniform layer by spray or extrusion methods.

Completely coat and fill voids in the pavement surface with the thermoplastic.

Apply recessed thermoplastic at a thickness so that the top is 0 to 1/16 inch below the pavement surface.

84-2.03B(2)(b) Extruded Thermoplastic

Apply extruded thermoplastic at a temperature of 400 to 425 degrees F or as recommended by the manufacturer.

Apply extruded thermoplastic for a traffic stripe at a rate of at least 0.36 lb of thermoplastic per foot of 6-inch-wide solid stripe. The applied traffic stripe must be at least 0.060 inch thick.

Apply extruded thermoplastic pavement markings at a thickness from 0.100 to 0.150 inch.

Apply Type 2 glass beads to the surface of the molten thermoplastic at a rate of at least 8 lb of beads per 100 sq ft.

84-2.03B(2)(c) Sprayable Thermoplastic

Apply sprayable thermoplastic at a temperature of 350 to 400 degrees F.

Apply sprayable thermoplastic for a traffic stripe at a rate of at least 0.24 lb of thermoplastic per foot of 6-inch-wide solid stripe. The applied stripe must be at least 0.040 inch thick.

84-2.03B(2)(d) Thermoplastic with Enhanced Wet-Night Visibility

Apply a thermoplastic traffic stripe or pavement marking with enhanced wet-night visibility in a single pass and in the following order:

1. Uniform layer of extruded thermoplastic
2. Layer of high-performance glass beads
3. Layer of Type 2 glass beads

Apply thermoplastic with enhanced wet-night visibility at a maximum speed of 8 mph.

Apply thermoplastic with enhanced wet-night visibility for a traffic stripe at a rate of at least 0.47 lb of thermoplastic per foot of 6-inch-wide solid stripe. The applied stripe must be at least 0.090 inch thick.

Apply thermoplastic with enhanced wet-night visibility for a pavement marking at a rate of at least 1.06 lb of thermoplastic per square foot of marking. The applied pavement marking must be at least 0.100 inch thick.

Apply high-performance glass beads at a rate of at least 6 lb of glass beads per 100 sq ft of stripe or marking. Apply Type 2, glass beads at a rate of at least 8 lb of glass beads per 100 sq ft of stripe or marking.

84-2.03B(3) Methyl Methacrylate

Apply the methyl methacrylate when the pavement surface and atmospheric temperatures are from 40 to 104 degrees F.

Apply methyl methacrylate paint at a minimum thickness of 0.090 inch.

Apply recessed methyl methacrylate paint at a minimum thickness of 0.200 inch.

Apply the glass beads recommended by the methyl methacrylate manufacturer.

84-2.03B(4) Traffic Striping and Pavement Marking Tape

Do not use traffic stripe and pavement marking tape on existing open graded friction course or chip seal. Prepare pavement surface and use primer under the traffic tape manufacturer's written instructions. Apply tape to clean and dry pavement surface. Roll or tamp the traffic tape in place.

84-2.03B(5) Two-Component Paint

Apply a two-component painted traffic stripe or pavement marking in a single pass and in the following order:

1. Coat of two-component paint
2. Application of large gradation glass beads recommended by the two-component paint manufacturer
3. Application of Type 1 glass beads

Apply two-component paint when the pavement surface temperature is above 39 degrees F and the atmospheric temperature is above 36 degrees F. The temperature of the paint must comply with the paint manufacturer's instructions.

Apply two-component paint and glass beads at a maximum speed of 10 mph.

Apply large-gradation glass beads at a minimum rate of 11.7 lb of beads per gallon of paint.

Apply Type 1 glass beads at a minimum rate of 8.3 lb of beads per gallon of paint.

Apply two-component paint for the traffic stripes and pavement markings at the thickness and application rates shown in the following table:

Type of pavement	Stripe thickness (min, inch)	Application rate (min, sq ft/gal)
HMA open graded/chip seal	0.025	64
HMA dense graded	0.020	80
Concrete	0.020	80

Apply recessed two-component paint at a thickness between 0.020 and 0.025 inch.

84-2.03B(6) Paint

Do not apply paint if:

1. Fresh paint could become damaged by rain, fog, or condensation
2. Atmospheric temperature could drop below 50 degrees F during the drying period

Do not thin paint.

Use mechanical means to paint traffic stripes and pavement markings and to apply glass beads for traffic stripes.

The striping machine must be capable of superimposing successive coats of paint on the 1st coat and on existing stripes at a minimum speed of 5 mph.

Where the configuration or location of a traffic stripe is such that the use of a striping machine is not practicable, you may apply the traffic paint and glass beads by other methods and equipment if authorized.

Apply traffic stripes and pavement markings in 1 coat on existing pavement surfaces, at an approximate rate of 107 sq ft/gal.

Apply traffic stripes and pavement markings in 2 coats on a new pavement surface. The 1st coat of paint must be dry before applying the 2nd coat.

Apply 2-coat paint at the approximate rate of 215 sq ft/gal for each coat.

Paint a 1-coat, 3-inch-wide black stripe between the two 6-inch-wide yellow stripes of a double traffic stripe. If the two 6-inch-wide yellow stripes are applied in 2 coats, apply the black stripe concurrently with the 2nd coat of the yellow stripes.

On 2-lane highways:

1. If the 1st coat of the centerline stripe is applied in the same direction as increasing post miles, use the right-hand spray gun of the 3 spray guns to apply a single yellow stripe
2. If the 1st coat of the centerline stripe is applied in the same direction as decreasing post miles, use the left-hand spray gun of the 3 spray guns to apply a single yellow stripe
3. Apply the 2nd coat of centerline striping in the opposite direction of the 1st coat

Apply glass beads at an approximate rate of 5 lb of beads per gallon of paint.

Verify the application rate of paint by stabbing the paint tank with a calibrated rod. If the striping machine has paint gauges, the Engineer may measure the volume of paint using the gauges instead of stabbing the paint tank with a calibrated rod.

84-2.03B(7) Contrast Striping

Contrast striping consists of black striping placed on each side of a white stripe.

You may use permanent tape instead of paint or thermoplastic.

Apply contrast stripe paint in one coat.

Do not use glass beads or other reflective elements in contrast striping material.

84-2.04 Payment

The payment quantity for a traffic stripe is the length measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

The payment quantity for a pavement marking is the area covered.

A double traffic stripe consisting of two 6-inch-wide yellow stripes are measured as 2 traffic stripes except for painted traffic stripes and sprayable thermoplastic traffic stripes. A double sprayable thermoplastic traffic stripe consisting of two 6-inch-wide yellow stripes are measured as single traffic stripe.

A double painted traffic stripe consisting of two 6-inch-wide yellow stripes separated by a 3-inch-wide black stripe is measured as a single traffic stripe.

The payment quantity for contrast striping is the length measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Replace section 84-9 with:

84-9 EXISTING MARKINGS

84-9.01 GENERAL

84-9.01A Summary

Section 84-9 includes specifications for removing existing markings.

Work performed on existing markings must comply with section 15.

84-9.01B Definitions

Reserved

84-9.01C Submittals

Submit your proposed method for removing traffic stripes and pavement markings at least 7 days before starting the removal work. Allow 2 business days for the review.

84-9.02 MATERIALS

Not Used

84-9.03 CONSTRUCTION

84-9.03A General

Remove existing traffic stripes before making any changes to the traffic pattern.

Remove existing traffic stripes and pavement markings before applying the following materials:

1. Traffic stripe and pavement marking tape
2. Two component traffic stripes and pavement markings
3. Methyl methacrylate traffic stripes and pavement markings

Remove contrast stripes, traffic stripes and pavement markings, including any paint in the gaps, by methods that do not remove pavement to a depth of more than 1/8 inch.

Remove pavement markings such that the old message cannot be identified. Make any area removed by grinding rectangular. Water must not puddle in the ground areas. Fog seal ground areas on asphalt concrete pavement.

Sweep up or vacuum any residue before it can (1) be blown by traffic or wind, (2) migrate across lanes or shoulders, or (3) enter a drainage facility.

84-9.03B Remove Traffic Stripes and Pavement Markings Containing Lead

Reserved

84-9.03C–84-9.03J Reserved

84-9.04 PAYMENT

The payment quantity for remove traffic stripe is the measured length multiplied by:

1. 0.67 for a single 4-inch-wide traffic stripe
2. 1.34 for a single 8-inch-wide traffic stripe
3. 2 for a double traffic stripe

The payment quantity for remove traffic stripe does not include the gaps in broken traffic stripes. Payment for removal of paint evident in a gap is included in the payment for remove traffic stripe of the type involved.

If no bid item is shown on the Bid Item List for remove pavement marking, remove pavement marking is paid for as remove traffic stripe of the types shown in the Bid Item List and the payment quantity for 1 square foot of pavement marking is 3 linear feet.

87 ELECTRICAL SYSTEMS

Replace section 87-2.04 with:

87-2.04 Payment

Payment for furnishing and installing luminaires, including all materials, components, footings, and connections required to install, shall be included in the contract price for Furnish and Install Streetlight as shown on the Bid Schedule.

Replace section 87-21.04 with:

87-21.04 Payment

Payment for removing streetlight, including all standards, luminaires, mast arms, conduit, poles, and connections required to remove a streetlight, shall be included in the contract price for Remove Streetlight as shown on the Bid Schedule.