

# CITY OF SAN FERNANDO, CA



## CONTRACT DOCUMENTS FOR TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT Federal Project No. HSIPL-5202(019) Job No. 7598, Plan No. P-722

Prepared by:



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Under the Supervision of:



  
\_\_\_\_\_  
Jeffrey C. Lau, PE RCE 83887 Date: \_\_\_\_\_

  
\_\_\_\_\_  
Approved By: Emilio Murga, P.E., Consulting City Engineer, RCE 54420 Date: 6-12-23

  
\_\_\_\_\_  
Approved By: Kenneth Jones, Public Work Management Analyst Date: 6-13-23

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## **NOTICE TO BIDDERS FEDERAL REQUIREMENTS**

### **Proposal Phase**

*For your bid to be considered responsive, you must submit the following form, either with your bid or by 4:00 p.m. on the fifth calendar day following bid opening:*

- ☐ Construction Contract DBE Commitment, Exhibit 15-G (p. F-39)
- ☐ DBE Commitment form, Exhibit 9-I (p. F-41), plus quote/contract from each DBE

In addition, you are strongly encouraged, and may be required, to submit the following form as a supplement to Exhibit 15-G:

- ☐ Proposer/Contractor – Good Faith Efforts, Exhibit 15-H (p. F-42)

Upon execution and submission of your bid, you are agreeing to be bound by the following (but do not need to return the forms unless a disclosure is required):

- Equal Employment Opportunity Certification (p. F-33)
- Public Contract Code Requirements (p. F-34)
- Debarment and Suspension Certification (p. F-35)
- Nonlobbying Certification for Federal-Aid Contracts (p. F-36)

*If applicable, the following form must be submitted with the bid:*

- ☐ Disclosure of Lobbying Activities (p. F-37)

### **Construction Phase**

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

*If applicable, you will be required to submit the following forms each month during construction:*

- ☐ Disadvantaged Business Enterprise Running Tally of Payments, Exhibit 9-F (p. F-45)
- ☐ Monthly DBE Trucking Verification, Exhibit 16-Z1 (p. F-47)

### **Post-Construction Phase**

*When construction is completed, you will be required to submit the following forms to the City:*

- ☐ Final Report – Utilization of Disadvantaged Businesses (DBE) and First-Tier Subcontractors, Exhibit 17-F (p. F-49)
- ☐ Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O (p. F-51)

## NOTICE INVITING BIDS

SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **2:00 P.M. on Wednesday, November 29, 2023**, and said bids will be publicly opened and declared for performing work on the following project:

### **TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT Federal Project No. HSIPL-5202(019) JOB NO. 7598, PLAN NO. P-722**

The project consists of a traffic signal modification including but not limited to the removal and installation of new signal poles, pedestrian heads, pedestrian push buttons, LED luminaires, street name signs, controllers, wiring, curb ramps, signing, striping, and miscellaneous appurtenant work. The bid items, corresponding estimated quantities, and time allowed to complete the work are listed in the Contractor's Proposal. The definitions of bid items are described in the Technical Provisions.

The contract time for the project is **FIFTY (50) working days**.

Contractor will be given one hundred eighty (180) calendar days for procurement time for traffic signal poles and equipment after the City's authorizes a Notice to Procure.

A pre-bid meeting is scheduled for **10:00 AM on Wednesday, November 15, 2023** at **120 Macneil Street, San Fernando, CA 91340, PW Ops Room**. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. **Bidders' attendance at this meeting is non-mandatory.**

Pursuant to Federal law, Disadvantaged Business Enterprise (DBE) requirements shall include all DBEs, as described in the Specifications. This project is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990, and in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation.

**The DBE contract goal for this project is 18%.**

**PREVAILING WAGE REQUIREMENTS:** Pursuant to California Labor Code Sections 1770, 1773, 1773.1, 1773.6, and 1773.7, as amended, the applicable prevailing wages for this project have been determined. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the higher of the Federal and the State prevailing wage rates to all workers employed by them in the execution of the contract. The applicable Federal prevailing wage rates are those that are in effect ten (10) calendar days prior to bid opening; they are set forth on the U.S. Department of Labor website: <http://www.wdol.gov/wdol/scafiles/davisbacon/ca33.dvb> but are not printed in the Specifications. Lower State wage rates for work classifications not specifically listed in the Federal wage decision are not acceptable. The applicable State prevailing wage rates are set

forth on the California Department of Industrial Relations website: <http://www.dir.ca.gov/DLSR/PWD> but are not printed in the Specifications; these rates are subject to predetermined increases.

The U.S. Department of Transportation (DOT) provides a toll-free hotline service to report bid rigging, bidder collusion, or other fraudulent activities. The hotline is available Mondays through Fridays between 8:00 a.m. and 5:00 p.m. eastern time, at (800) 424-9071. The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

Conflict of Interest: in the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611 shall apply. No employee, officer, or agent of the sub-recipient shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

This project is subject to the requirements of the Cargo Preference Act, as described in the Specifications.

It is the policy of the City, as directed by City Council, to encourage the use of local area businesses in construction contracts including vendors, suppliers, labor, etc.

The City reserves the right to reject any and all bids and to waive any minor irregularities in the bid documents. Bidders may not withdraw their bid for a period of ninety (90) days after date set for opening thereof.

The Contractor must follow the procedures as set forth in the Instructions to Bidders for acceptance of bids. Bids will be accepted only if submitted on a proposal form furnished by the City. Each bid must be accompanied by cash, certified check, cashier's check, or bidder's bond made payable to the City of San Fernando or issued by a surety admitted to do business in California, for an amount equal to at least ten percent (10%) of the amount bid. Such guaranty to be forfeited to the City should the bidder to whom the contract is awarded fail to enter into the contract.

Bids will be accepted only from contractors licensed in accordance with the provisions of the Business and Professional Code of the State of California. Prior to contract execution, the Contractor and his/her subcontractors shall obtain a City business license. At the time of bidding, the Contractor must possess a valid California **Class A or C10** Contractor's License.

AB44 EFFECTIVE JULY 1, 2014. If a bidder submits a bid that includes a subcontractor who would be performing work in amount in excess of ½ of 1% of the bidder's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of ½ of 1% of the bidder's total bid or \$10,000, whichever is greater, then in addition to the

subcontractor's name and business address, the subcontractor's State contractor's license number must be included as part of the information submitted for that proposed subcontractor. Failure to provide the subcontractor's license number shall render the bid non-responsive.

SB854 EFFECTIVE MARCH 1, 2015. Contractors and Subcontractors wishing to work on a public works project must be registered with the State of California, Department of Industrial Relations. All public works projects with bids submitted after March 1, 2015, or awarded on or after April 1, 2015, shall use only registered contractors and subcontractors. No bid will be accepted nor any contract entered into without proof of the Bidder's and its subcontractors' current registration with the Department of Industrial Relations. If awarded a contract, the Bidder and its subcontractors of every tier shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

At the request and expense of the Contractor, securities equivalent to the five percent (5%) to be withheld from progress payments pursuant to the City's Standard General Conditions shall be deposited with the City Clerk or a state or federally chartered bank as the escrow agent, who shall pay such monies to the contractor upon satisfactory completion of the contract. Securities eligible for investment shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereof.

Copies of the plans and specifications, including the approved proposal form, are available on the City website, [www.sfcity.org](http://www.sfcity.org), for downloading at no charge. **In order to be eligible to submit a bid for the project, you MUST contact Kenneth Jones, Public Works Management Analyst, via e-mail at [kjones@sfcity.org](mailto:kjones@sfcity.org) to be placed on the plan holders list.** Compact disk (CD) of the plans and specifications may be obtained for a non-refundable fee of **\$5.00** each at the Public Works Department, City Hall, 117 Macneil Street, San Fernando, California, 91340. If mailing is requested, an additional fee of **\$5.00** is required to cover postage and handling. **Any questions pertaining to the project shall be submitted in writing by Wednesday, November 22, 2023 by 4:00 p.m.**

Addenda, if any, will NOT be distributed to the plan holders, and will ONLY be posted on the City website. **It shall be the Bidder's responsibility to check the City website for any addenda.**

City of San Fernando

Date: 11/1/23

By: Emilio Murga, P.E.  
Consulting City Engineer

Sun  
10/26/2023  
11/9/2023

## INSTRUCTIONS TO BIDDERS

1. GENERAL Proposals under these Contract Documents shall be submitted on the blank forms furnished herewith. When presented, the proposal forms must be completely made out in the manner and form indicated therein and must be properly signed by the bidder. The bidder's address, telephone number, and California State Contractor's License number must be included. To be eligible to perform work, the bidder must be a state licensed contractor in good standing prior to beginning work. The City Council reserves the right to reject any bid if all the above information is not furnished.

Each proposal submitted must be presented in a sealed cover and must be filed prior to the time and at the place designated in the Notice Inviting Bids. All proposals submitted as prescribed will be publicly opened and read at the time and place designated in the Notice Inviting Bids.

Bid Quotes and Unit Price Extensions – The unit prices and the lump sum prices quoted by the bidder must be entered in the spaces provided on the Contractor's Proposal form. In case there is a discrepancy between the unit price and the item total, the unit price shall govern and will be considered as representing the Bidder's intention. The bid total will be corrected to conform to the specified unit price.

Bid Retention and Award – The City reserves the right to retain all bids for a period of ninety (90) days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any bid, to reject any and all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make award to the lowest responsible bidder as the interest of the City may require.

Communications Regarding Bid – All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the City.

2. EXAMINATION OF PLANS, CONTRACT DOCUMENTS, AND WORK SITE The Contract Documents and plans, if any, are on file and available for inspection in City Hall.

The Bidders are required to carefully examine the site and the proposal, plans, Contract Documents, and contract forms. The Bidders must satisfy themselves as to the requirements of the Contract Documents and the contract; as to the location of the proposed work and by such other means as they may prefer; and as to the actual conditions and requirements of the work, and shall not, at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examinations.

3. DISQUALIFICATION OF BIDDERS AND PROPOSALS More than one proposal for the same work from any individual, firm, partnership, corporation or association under the same or different names will not be accepted and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidders are interested.

Proposals which show obviously unbalanced prices, and those which are incomplete or show any alteration of form or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. Proposals that do not bear the Bidder's signature will be rejected.

4. AWARD AND EXECUTION OF CONTRACT The award of the contract, if awarded, will be made to the lowest responsive bidder whose proposal complies with all the prescribed requirements. The right is reserved, however, to reject any or all bids and to waive technical errors or discrepancies if it is deemed to best serve the interests of the City. An award will be made only until all necessary investigations are made as to the responsiveness of the low bidder.

Failure to execute a contract and file acceptable bonds as provided herein within the above timeline, not including Sundays, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

The Contractor will be required to obtain a City Business License prior to award of the contract.

5. SIGNATURE OF CONTRACTOR

- a. Corporation Any bids submitted by a corporation must include the name of the corporation and must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's Office.
- b. Partnerships Any bids submitted by a partnership must contain the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging the signer to be a general partner is presented to the City Clerk.
- c. Joint Ventures Any bids submitted by a joint venture must so state that and must be signed by each joint venturer.
- d. Individuals Any bids submitted by an individual must be signed by that individual unless an up-to-date power of attorney is on file in the City Clerk's Office, in which case the person indicated in the power of attorney may sign for the individual.

The above rules also apply in the case of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated where the signature appears.

6. BONDS

- a. Bid Bonds Bid must be accompanied by cash, cashier's check, certified check, or surety bond in an amount equal to ten percent (10%) of the total amount in the Contractor's Proposal. Checks and bonds shall be made payable to the City of San Fernando.
- b. Contract Bonds The Contractor simultaneously with execution of the Agreement shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and a separate surety bond in an equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract, as required by the terms of an Act entitled:

"An Act to secure the payment of the claim of persons employed by Contractors upon Public Works, and the claims of persons who furnish materials, supplies, teams, implements; or machinery used or consumed by such Contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended.

Bond Forms required are included in these specifications. Copies will be furnished to prospective bidders upon request.

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

7. RETURN OF BIDDER'S GUARANTIES Within ten (10) days after the award of the contract, the City will return the proposal guaranties accompanying those proposals which are not to be considered in making award. All other proposals which are to be held until the contract has been finally executed, will be returned to the respective bidders after award of contract.
8. CONFLICT OF INTEREST In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

***The following documents in the PROPOSAL section of these Contract Documents must be completed and submitted with the bid package:***

- P-1 Contractor's Proposal
  - P-2 Bid Schedule
  - P-4 Bidder's Bond
  - P-5 Contractor Information
  - P-6 List of References
  - P-7 List of Subcontractors
  - P-9 Minority, Women-owned, Small Business Enterprise
  - P-10 Certificate of Secretary of Adoption of Resolution
  - P-11 List of Subcontractors, Suppliers, & Vendors Contacted
  - P-12 Non-Collusion Affidavit
-

## CONTRACTOR'S PROPOSAL

CITY OF SAN FERNANDO  
117 MACNEIL STREET  
SAN FERNANDO, CALIFORNIA 91340

HONORABLE MAYOR AND  
MEMBERS OF THE CITY COUNCIL:

The undersigned declares that this proposal was prepared by carefully examining the location of the proposed work, the Plans, the Specifications, and the Contract Documents entitled:

**TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS**  
**HIGHWAY SAFETY IMPROVEMENT PROJECT**  
**Federal Project No. HSIPL-5202(019)**  
**Job No. 7598, Plan No. P-722**

The undersigned hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to perform all work required and to complete said work within **FIFTY (50)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Title

**BID SCHEDULE**

**TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS  
HIGHWAY SAFETY IMPROVEMENT PROJECT  
Federal Project No. HSIPL-5202(019)  
Job No. 7598, Plan No. P-722**

**BID SCHEDULE**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>ITEM TOTAL</b>
1	Remove and Construct Curb Ramp per Caltrans Std. Plan No. A88A, Case as Noted on Plans	EA	17	\$	\$
2	Furnish and Install Detectable Warning Surface (Truncated Domes) on Existing Curb Ramps at Intersections	EA	10	\$	\$
3	Furnish and Install Detectable Warning Surface (Truncated Domes) on Existing Sidewalk at Railroad Crossings per SCCRA	EA	12	\$	\$
4	Construct Metal Handrail per SPPWC Std Plan 606-5, Type B	LF	12	\$	\$
5	Traffic Signal Modification Hubbard Street at San Fernando Road	LS	1	\$	\$
6	Traffic Signal Modification Hubbard Street at Truman Street	LS	1	\$	\$
7	Traffic Signal Modification Hubbard Street at First Street	LS	1	\$	\$
8	Traffic Signal Modification Maclay Avenue at San Fernando Road	LS	1	\$	\$
9	Traffic Signal Modification Maclay Avenue at Truman Street	LS	1	\$	\$
10	Traffic Signal Modification Maclay Avenue at First Street	LS	1	\$	\$
11	Traffic Signal Modification Brand Boulevard at San Fernando Road	LS	1	\$	\$
12	Traffic Signal Modification Brand Boulevard at Truman Street	LS	1	\$	\$
13	Traffic Signal Modification Wolfskill Street at Truman Street	LS	1	\$	\$
14	Signing and Striping	LS	1	\$	\$
<b>BID SCHEDULE TOTAL</b>					<b>\$</b>

**TOTAL BASE BID IN NUMBERS**

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**The Contract shall then be awarded to the lowest qualified bidder based on the Total Bid (including Additive Bid Item). However, the City reserves the right to remove any and/or all of the Bid Items at the time of the City's issuance of its Notice to Proceed and no bid price adjustments will be allowed. Said Notice to Proceed shall determine/specify which of the Bid Items, if any, shall be remain as part of this contract.**

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None". FAILURE TO ACKNOWLEDGE RECEIPT OF ANY ADDENDA ISSUED WILL RENDER THE CONTRACTOR'S BID NON-RESPONSIVE.

List of Addendum Received: \_\_\_\_\_

The City does not expressly or by implication agree that the actual amount of work will correspond with the foregoing quantities but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer.

The bidder further agrees that in case of not executing the required contract with necessary bonds within ten (10) days, not including Sundays, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of San Fernando.

By submission of the Contractor's Proposal, the bidder also certifies that the bid is a balanced bid.

## BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the City of San Fernando in the sum of \_\_\_\_\_  
(\$ \_\_\_\_\_)  
to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of  
which sum well and truly made, we bind ourselves, our heirs, executors and administrators,  
successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the  
above bounden \_\_\_\_\_  
to construct \_\_\_\_\_  
(insert names of streets and limits to be improved) dated \_\_\_\_\_ is accepted  
by the City of San Fernando, and if the above bounden his heirs, executors, administrators,  
successors and assigns, shall duly enter into and execute a contract for such construction, and  
shall execute and deliver the two bonds described within ten (10) days (not including Sunday)  
from the date of the mailing of a notice to the above bounden \_\_\_\_\_  
by and from the said City of San Fernando that said contract is ready for execution, then this  
obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

Principal

Surety

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently  
power of attorney must be attached to the bond to verify the authority of any party signing on  
behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# CONTRACTOR INFORMATION

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Type of Firm: Individual ( ) Partnership ( ) Corporation ( )

Corporation organized under the laws of the State of \_\_\_\_\_

Contractor's License Number \_\_\_\_\_ State \_\_\_\_ Classification \_\_\_\_\_ Expiration Date \_\_\_\_\_

DIR Registration Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Names and titles of all officers of the firm

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## LIST OF REFERENCES

(To be submitted by contractors who have not worked with the City of San Fernando.)

1. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
2. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
3. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
4. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
5. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_
6. NAME OF CITY OR BUSINESS \_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
TYPE/DATE OF WORK PERFORMED \_\_\_\_\_  
TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_

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

As of March 1, 2015, Contractors (and subcontractors) 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>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each subcontractor 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).

<b>Photocopy this form for additional firms.</b>						FEDERAL PROJECT NUMBER:	
--	--	--	--	--	--	-------------------------	--

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

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

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, the Bidder shall list all subcontractors 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 & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

## MINORITY, WOMEN, SMALL BUSINESS ENTERPRISES

BUSINESS NAME: \_\_\_\_\_  
ADDRESS (P.O. BOX NOT ACCEPTABLE): \_\_\_\_\_  
CITY, STATE, ZIP CODE: \_\_\_\_\_  
PHONE NUMBER (\_\_\_\_\_) \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

1. MINORITY OWNED

Composition of ownership (more than 50% of ownership of the organization):  
Please check one of the following:

\_\_\_\_\_ Black American      \_\_\_\_\_ Asian/Pacific American  
\_\_\_\_\_ Native American      \_\_\_\_\_ Hispanic American      \_\_\_\_\_ Other ethnicity

2. WOMEN OWNED

More than 50% of this business is owned by women:

\_\_\_\_\_ Yes      \_\_\_\_\_ No

3. SMALL BUSINESS ENTERPRISE

This business enterprise collects \$1,000,000 or less in gross revenue per year.

\_\_\_\_\_ Yes      \_\_\_\_\_ No

Does your firm intend to use subcontractors or independent contractors for this project?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, all others must fill out the bidder's application also.

Has this business been certified by any other agency as a minority/women owned enterprise or small business enterprise?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please list name(s) and telephone number(s) of certifying agencies.

Is this a joint venture proposal?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

## CERTIFICATE OF SECRETARY OF ADOPTION OF RESOLUTION

I, \_\_\_\_\_(insert name of Secretary), do hereby certify that I am the Secretary of \_\_\_\_\_(insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the \_\_\_\_\_day of \_\_\_\_\_, 2023 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

"RESOLVED, that any of the following officers of this corporation, \_\_\_\_\_, \_\_\_\_\_President  
\_\_\_\_\_, Vice President and  
\_\_\_\_\_, secretary  
*(insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion)*, be and they are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, bonds and agreements of any nature or sort whatsoever.

BE IT FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including public entities, shall be entitled to rely on the authority of (any one of such officers) (any two of such officers acting together) (strike out inapplicable portion), above named, to bind this corporation by the execution and delivery of any such bids, authorizations, contracts, bonds and agreements.

BE IT FURTHER RESOLVED that the authority herein contained shall remain effective until the person, corporation, or public entity relying upon the authority herein contained, receives written notice to the contrary signed by duly authorized officers of this corporation, that all previous authorizations theretofore given with respect to the matters herein contained are revoked. That the revocation of the authority herein contained shall not affect the validity of any instrument herein referred to signed by any person or persons at the time authorized to act."

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this \_\_\_\_\_day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Secretary

**Affix Seal**

**LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO  
RECEIVE PRICES IN PREPARATION OF BID PROPOSAL**

1. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
2. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
3. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
4. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
5. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_
6. NAME & LOCATION OF BUSINESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON AND PHONE NO. \_\_\_\_\_  
ITEM OR TYPE OF WORK PROPOSED \_\_\_\_\_  
PRICE OR AMOUNT \$ \_\_\_\_\_

# NON-COLLUSION AFFIDAVIT

## TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT Federal Project No. HSIPL-5202(019) Job No. 7598, Plan No. P-722

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and

says that he is \_\_\_\_\_  
(Sole owner, partner, president, secretary, etc.)

of \_\_\_\_\_  
the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder 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 said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his 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 in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder

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

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Title

On \_\_\_\_\_, 2023 before me, \_\_\_\_\_,

personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public



## CONSTRUCTION CONTRACT/AGREEMENT

\_\_\_\_\_  
(Name of Contractor)

Traffic Signal Modifications – 9 Locations  
Highway Safety Improvement Project  
Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and \_\_\_\_\_ "CONTRACTOR."

### WITNESSETH:

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

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **Traffic Signal Modifications - 9 Locations Highway Safety Improvement Project, Federal Project No. HSIPL-5202(019), Project No. 7598, Plan No. P-722**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **Traffic Signal Modifications - 9 Locations Highway Safety Improvement Project, Federal Project No. HSIPL-5202(019), Project No. 7598, Plan No. P-722** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated - \_\_\_\_\_.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of \_\_\_\_\_ (\$\_\_\_\_\_).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.



## CONSTRUCTION CONTRACT/AGREEMENT

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice to Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within **FIFTY (50)** working days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: **Three Thousand Two Hundred Dollars (\$3,200.00)** for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California. CONTRACTOR, by executing this Agreement, hereby certifies that it shall adopt the current general prevailing Federal and/or State rates of wages applicable to the Work of Improvement.

7. 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 City deems appropriate.

8. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or SUBCONTRACTOR to pay any SUBCONTRACTOR not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime CONTRACTOR or SUBCONTRACTOR to pay a SUBCONTRACTOR no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for a good cause and with the prior written approval of the CITY. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

**CONSTRUCTION CONTRACT/AGREEMENT**

**Traffic Signal Modifications - 9 Locations Highway Safety Improvement Project, Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722**

9. Federal Regulation (49 CFR 26.29) requires the following method be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime CONTRACTOR or SUBCONTRACTOR to a SUBCONTRACTOR:

The CITY may hold retainage from the prime CONTRACTOR and provide for prompt and regular incremental acceptances of portions of the contract, pay retainage to prime CONTRACTORS based on the acceptances, and include a contract clause obligating the prime contract and subcontractors to pay all retainage owed to all SUBCONTRACTORS for satisfactory completion of the accepted work within 30 days after receipt of the retainage. This clause must require the prompt release of retainage payments from the prime CONTRACTOR to the SUBCONTRACTOR within a specified number of days after the SUBCONTRACTOR'S work is satisfactorily completed.

In the above method, a SUBCONTRACTOR'S work is satisfactorily completed when all tasks called for in the contract have been accomplished and documented as required by the CITY. The work of a SUBCONTRACTOR covered by that acceptance is deemed to be satisfactorily completed when the CITY has made an incremental acceptance of a portion of the contract work. Federal Regulation (49 CFR 26.29) also requires that any delay or postponement of payment among the parties may take place only for good cause, must have the prior written approval of the agency, and that appropriate means of enforcement such as those contained in Section 7108.5 of the California Business and Professions Code must be included in the contract.

10. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars (\$50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

11. CONTRACTOR, by executing this Agreement hereby certifies:

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

12. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

**CONSTRUCTION CONTRACT/AGREEMENT**

**Traffic Signal Modifications - 9 Locations Highway Safety Improvement Project, Federal  
Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722**

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

\_\_\_\_\_  
CONTRACTOR

BY \_\_\_\_\_

\_\_\_\_\_  
Title

BY \_\_\_\_\_

\_\_\_\_\_  
Title

CITY OF SAN FERNANDO  
A Municipal Corporation

\_\_\_\_\_  
NICK KIMBALL  
CITY MANAGER

ATTEST:

\_\_\_\_\_  
JULIA FRITZ  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
RICHARD PADILLA  
CITY ATTORNEY  
OLIVAREZ MADRUGA, P.C.

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the sum of  
\_\_\_\_\_ (\$\_\_\_\_\_)  
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached  
hereto, with the Owner dated \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants,  
terms, conditions and agreements of said contract during the original term thereof, and any extensions  
thereof that may be granted by the Owner with or without notice of the Surety, and during the life of any  
guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings,  
covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract  
that may hereafter be made, then this obligation shall be void; otherwise this obligation shall remain in  
full force and virtue.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of  
time, alteration or modification of the contract documents or of the work to be performed thereunder  
shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such  
changes, extensions of time; and alterations or modifications of the contract documents and/or of the  
work to be performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the \_\_\_\_\_ day of \_\_\_\_\_, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

(Principal)

ATTEST:

\_\_\_\_\_  
(Address)

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

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

ATTEST:

\_\_\_\_\_  
(Address)

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

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

(To be filled in by Surety)

Rate of premium on this bond is \$\_\_\_\_\_ per thousand.

Total amount of premium charge is \$\_\_\_\_\_.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **PAYMENT (LABOR AND MATERIAL) BOND**

KNOW ALL MEN BY THESE PRESENTS: that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety,  
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the sum of  
\_\_\_\_\_ (\$\_\_\_\_\_)  
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached  
hereto, with the Owner dated \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and  
material in the prosecution of the work provided for in said contract, and any and all duly authorized  
modifications of each contract that may hereafter be made, then this obligation shall be void, otherwise  
this obligation shall remain in full force and virtue.

The condition of this obligation is such that, if said Principal or his or its subcontractors, or the heirs,  
executors, administrators, successors or assigns thereof, shall fail to pay any of the persons named in  
Section 3181 of the Civil Code of the State of California for any materials, provisions, provender or other  
supplies used in, upon, for or about the performance of the work or labor performed by any such  
claimant or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board  
from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the  
Revenue and Taxation Code, with respect to such work and labor, then said Surety will pay for the same,  
in the amount not exceeding the sum set forth hereinabove and also, in case suit is brought upon the  
bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit  
of any and all persons named in the aforesaid Civil Code Section 3131 so as to give a right of action to  
them or their assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates, and agrees that no change, extension of  
time, alteration or modification of the contract documents or of the work to be performed thereunder  
shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such  
changes, extensions of time; and alterations or modifications of the contract documents and/or of the  
work to be performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the \_\_\_\_\_ day of \_\_\_\_\_, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
(Principal)

ATTEST:

\_\_\_\_\_  
(Address)

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

ATTEST:

\_\_\_\_\_  
(Address)

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

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

(To be filled in by Surety)

Rate of premium on this bond is \$\_\_\_\_\_ per thousand.

Total amount of premium charge is \$\_\_\_\_\_.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **GENERAL PROVISIONS**

### **PART I**

#### **SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**

The provisions below shall supplement, but not replace, those provisions in Section 1 of the Standard Specifications.

##### Subsection 1-2 Terms and Definitions

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of San Fernando

Applicable Law – All State, federal, and local laws, statutes, ordinances, codes, rules, and regulations governing the Work

Bid Item – An item of Work listed on the Bid Schedule

Board – The City Council of the City of San Fernando

City – The City of San Fernando

City Council – The City Council of the City of San Fernando

Contract Documents – As defined in Section 1 of the Contract

Contract Time – The number of Working Days stated in the Contract for the completion of the Work

County – County of Los Angeles, California

Detour – A temporary route for traffic (vehicular or pedestrian) around a closed portion of a road or travelway

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them

Estimated Quantities – The quantities of Work anticipated to be performed, as set forth in the Bid Schedule, designated as units or a lump sum

Excavation – Any operation in which earth, rock, or other material in the ground is moved, removed, or otherwise displaced by means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, augering, tunneling, scraping, cable or pipe plowing and driving, or any other way (Cal. Gov. Code § 4216)

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor

Notice of Completion – The notice authorized by Civil Code Section 9204

Notice to Proceed or Notice to Proceed with Construction – A written notice issued by the City to the Contractor that authorizes the Contractor to perform the Work

Notice to Procure – A written notice issued by the City to the Contractor that authorizes the Contractor to proceed with preconstruction requirements and the acquisition or purchase of materials that are to be incorporated into the Work and establishes the date of commencement of the Contract Time

Project – See term “Work” defined below

Punch List – A list of items of Work to be completed or corrected by the Contractor in order to complete the Work as specified in the Contract Documents

Shop Drawings – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed

State – The State of California

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract

Traffic Engineer – The representative of the Engineer who is assigned traffic-related matters

Work – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, services provided or to be provided by the Contractor to fulfill the Contractor’s obligations

Working Day – See Subsection 6-3.1 of the General Provisions

### Subsection 1-3 Abbreviations

#### 1-3.3 Institutions

The institutions listed in Section 1-3.3 of the Standard Specifications shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
AAN .....	American Association of Nurserymen
AGCA .....	Associated General Contractors of America
APWA .....	American Public Works Association
CRSI .....	Concrete Reinforcing Steel Institute
CSI .....	Construction Specifications Institute
NEC .....	National Electric Code
NFPA .....	National Fire Protection Association

SCRRRA ..... Southern California Rail Authority (Metrolink)  
 SSS.....State of California Standard Specifications,  
 Latest edition, Department of Transportation  
 SSP.....State of California Standard Plans,  
 Latest edition, Department of Transportation

Subsection 1-7 Award and Execution of the Contract

1-7.2 Contract Bonds

Add the following to the provisions of Subsection 1-7.2, "Contract Bonds":

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Labor and Materials Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2.

The warranty or maintenance Bond shall be valid for one year from the date of recordation of Notice of Completion by the County Recorder, in the amount of ten percent of the Contract Price. Other than the details listed herein, the warranty or maintenance Bond shall adhere to the requirements for Bonds in Section 1-7 of the Standard Specifications. Nothing herein shall abridge or amend Section 3-13.3 Warranty of the Standard Specifications or the related provisions in these Contract Documents.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

Contractor shall provide the following bonds:

1. Contracts over \$25,000 and less than \$100,000:

a. Payment Bond (materials and Labor). Prior to the commencement of work, a Payment Bond shall be required to be filed with the City for a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000) for the payment of labor and materials as set forth Public Contracts Code § 9950. The Payment Bond shall be in an amount not less than one-hundred percent (100%) of the total amount payable under the public works contract and shall comply with requirements of Public Contracts Code § 9554. The Payment Bond shall be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or such other form approved by the City Attorney and shall remain in effect until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2..

- b. A Performance Bond is not required.
2. Contracts over \$100,000:
- a. Payment Bond. Prior to the commencement of work, a Payment Bond shall be required to be filed with the City for a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000) for the payment of labor and materials as set forth Public Contracts Code § 9950. The Payment Bond shall be in an amount not less than one-hundred percent (100%) of the total amount payable under the public works contract and shall comply with requirements of Public Contracts Code § 9554. The payment bond shall be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or such other form approved by the City Attorney and shall remain in effect until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2.
  - b. Performance Bond. Prior to the commencement of work, a Performance Bond shall be required to be filed with the City for a public works contract involving an expenditure in excess of one-hundred thousand dollars (\$100,000) for the faithful performance of the public works contract. The Performance Bond shall be in an amount not less than one-hundred percent (100%) of the total amount payable under the contract. The Performance Bond shall be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or such other form approved by the City Attorney and shall remain in effective until the date of recordation of the notice of completion.
  - c. Warranty Bond. Prior to the commencement of work, a Warranty Bond shall be required to be filed with the City for a public works contract involving an expenditure in excess of One-Hundred Thousand Dollars (\$100,000) guaranteeing the quality of the work performed and that the workmanship and materials are free from defect for a period of one year from the date of recordation of the notice of completion. The Warranty Bond shall be in an amount not less than ten percent (10%) of the total amount payable under the contract. The Warranty Bond shall be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or such other form approved by the City Attorney.

*Nothing* herein shall abridge or amend Section 3-13.3 of the Standard Specifications or the related provisions in these Contract Documents.

## **SECTION 2 - SCOPE OF THE WORK**

### **Subsection 2-1 Work to be Done**

Add the following to the provisions of Subsection 2-1, "Work to be Done":

By mutual consent in writing of the party's signatory to the contract, alterations or deviations, increase or decreases, additions or omissions, in the plans and specifications may be made and the same shall in no way affect or make void the contract.

All work which is defective in its construction or deficient in any of the requirements of the Plans and Specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner at his own expense. No compensation will be allowed for any work done beyond the lines and grades shown on the Plans or established by the Engineer. Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer and the City may cause the defective work to be remedied or removed and replaced at the expense of the Contractor.

Any unauthorized or defective work, defective material or workmanship or any unfaithful or imperfect work that may be discovered before final acceptance of work by the Board shall be corrected immediately with no extra charge even though it may have been overlooked in previous inspections and estimates or may have been caused due to failure to inspect the work.

#### Subsection 2-2 Permits

Add the following to the provisions of Subsection 2-2, "Permits":

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidentals to the due and lawful prosecution of the work.

This includes obtaining all necessary permits and meeting all requirements as directed by SCRRA/Metrolink, the CPUC and its affiliate members, including but not limited to, licenses, paying all charges and fees, safety training, EIC flaggers, inspection, traffic control plan preparation and reviews and incidentals to the due and lawful prosecution of the work as required by SCRRA and its affiliate members.

**SCRRA requirements** - Contractor will need to provide the following to SCRRA which includes but not limited to:

1. SCRRA Encroachment Application (only sections 1-3 need to be filled out). See Appendix.
2. Completed and signed SCRRA Form 6 along with Insurance Certificates meeting SCRRA Parameters of Coverage as outlined on pages 11-15 of the Form 6. See Appendix or it may be found on their website at: [https://www.metrolinktrains.com/globalassets/about/engineering/scrra\\_form\\_no\\_6.pdf](https://www.metrolinktrains.com/globalassets/about/engineering/scrra_form_no_6.pdf)
3. Insurance Certificates showing proof of coverages meeting SCRRA Form #6 Exhibit A Insurance Requirements.
4. Insurance Endorsements for the following: Additionally Insured, Waiver of Subrogation, Primary and Non-Contributory Coverage, CG 24 17 Contractual Liability-Railroads, 30 Day Notification of Insurance Cancellation and Non-Payment, and endorsements for each of the required coverages.

5. Traffic control plans, prepared, signed and stamped by a registered engineer. Plan shall include note: Add the following notes to the notes section of the plan: "Contractor to provide roadway flagger with stop paddles at crossing to prevent vehicles from queuing on the tracks; traffic control to be set up and taken down under the supervision of the SCRRA RWIC; SCRRA RWIC must be present at the crossing at all times during temporary traffic control activities; prior to start of work, workers to participate in a job safety briefing with the SCRRA RWIC and workers to fill out and discuss the SCRRA Risk Analysis Form during the briefing; and Traffic Control Devices must be a minimum of 25 feet away from the edge of the nearest track and cannot block the coverage of the RR Crossing Gates or visibility of the RR Warning Devices." Please see attached link to our website for more information on Traffic Control Plan requirements <https://metrolinktrains.com/globalassets/about/engineering/4000-grade-xing.pdf>.
6. Site Specific Work Plan with the Checklist completed (see Appendix pages 1-2 of the Site Specific Work Plan PDF for the template for your use when creating a Site Specific Work Plan. Please complete the Checklist found on pages 3-5 of the PDF document).
7. Daily Schedule of Activities showing the number of work days, work hours, intersections/crossings to be worked on by day/week, etc.
8. Fees to cover: continued plan review, continued administration fee, flagging services, SCRRA safety training and, for any digging within the SCRRA RR ROW - Cable Signal Marking deposit as well. These costs are outlined on our ROE Schedule of Fees that may be found on our website at: [https://www.metrolinktrains.com/globalassets/about/engineering/scrra\\_schedule\\_of\\_fees\\_for\\_third\\_party\\_construction.pdf](https://www.metrolinktrains.com/globalassets/about/engineering/scrra_schedule_of_fees_for_third_party_construction.pdf)

Payment for necessary permits, meetings and all requirements as directed by SCRRA/Metrolink, the CPUC and its affiliate members, including but not limited to, licenses, paying all charges and fees, safety training, EIC flaggers, inspection, traffic control plan preparation and plan check reviews and incidentals and furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved shall be considered as included in the contract unit prices bid for the various items of work involved, and no additional compensation will be allowed.

If the contractor has any questions on the above mentioned they may reach out to Eric Reese at (909) 667-8108 or via e-mail at, ReeseE@scrra.net and referencing the 6-digit SCRRA Project #882273.

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

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

time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is <https://efiling.dir.ca.gov/PWCR>; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is \$300.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

All excess dirt and construction debris shall be hauled away from job site each day.

Existing improvements damaged or removed without written authorization shall be replaced by the contractor at no cost to the City. The contractor shall leave the work area in the same or better condition as compared to before beginning contract work.

#### Subsection 2-5 The Contractor's Equipment and Facilities

Add the following to the provisions of Subsection 2-5, "The Contractor's Equipment and Facilities":

The use of excessively loud equipment and warning signals shall be avoided, except in those cases required for the protection of personnel.

#### Subsection 2-6 Changes Requested by the Contractor

Add the following to the provisions of Subsection 2-6, "Changes Requested by the Contractor":

New or unforeseen work will be classified as Extra Work when the Engineer determines that it is not covered by Contract Unit Prices or Stipulated Unit Prices. If the Contractor alleges that instructions issued after the date of the Contract will result in increases to the Contract Price or Contract Time, if latent or unforeseen conditions require modification of the Contract Documents, or the Contractor otherwise becomes aware of the need for or desirability of a change in the Work, a Change Order Proposal ("COP") may be submitted to the City in writing, using the forms provided herein in Subsection 2-11.2 of the General Provisions, and must specify the reasons for such change, including relevant circumstances and impacts on the construction schedule. The Contractor may request additional compensation and/or time through a COP but not for instances that occurred more than ten calendar days prior to the COP. The Contractor's failure to initiate a COP within such period shall be deemed a waiver of the right to adjustment of the Contract Price or the Contract Time for the alleged change, unless such waiver is prohibited under state law. Any COP that is approved by the City will be incorporated in a Change Order or Construction Change Directive. If the City determines that the Work in question is not a change, the City shall issue a Work Directive, ordering the Contractor to proceed with the Work without delay. If the COP is denied but the Contractor believes that it does have merit, the Contractor may submit a claim to the City.

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by written direction of the Engineer. Should it appear that the work to be done, or any matter relative thereto is not sufficiently detailed or explained in these Specifications, Special Provisions, Technical Provisions, or Plans, the contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the original specifications. In the event of doubt or

questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

#### Record Drawings:

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned location of all buried facilities, such as drains, sumps, pipe, valves, electrical conduit, and irrigation wire.

Dimensions must be taken from above ground permanent, architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawing shall be reviewed prior to all progress payment requests and submitted prior to final inspection.

#### Subsection 2-7 Changes Initiated by the Agency

Add the following to the provisions of Subsection 2-7, "Changes Initiated by the Agency":

The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the Engineer, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

##### 2-7.1 General.

Add the following paragraphs at the end of Subsection 2-7.1:

The City reserves the right to make changes in the Work, including the elimination of any Bid Item, after execution of the Contract and without invalidating the Contract by:

- A. Change Order approved by the City Council, City Manager, Public Works Director, or City Engineer (dollar value of approval authority for each as per City policy); or
- B. Construction Change Directive approved by the City Council, City Manager, Public Works Director, or City Engineer (dollar value of approval authority for each as per City policy);

A change that causes the total value of all changes to exceed the Contract contingency amount established at the time of award of the Contract must be approved by the City Council. No payments in excess of the original Contract Price will be made until a Change Order is approved in the normal course of business. The City may, at any time, without notice to the Contractor's surety(ies), order changes in the Work within the general scope of the Contract. Such changes in the Work shall not relieve or release the surety(ies) of its(their) obligations under the Performance and Payment Bonds issued for the Project. Changes in the Work made pursuant to this Article 3 shall in no way release any guarantee or warranty provided by the Contractor.

The City may issue a Change Order Proposal Request ("COPR"), in writing, to the Contractor, describing a proposed change to the Work and requesting that the Contractor submit an itemized Change Order Proposal ("COP") to the City, using the forms provided herein in Subsection 2-11.2 of the General Provisions, within ten calendar days after the City's issuance of the COPR. If the Contractor fails to submit a COP within such period of time, it shall be presumed that the change described in the City's COPR will not result in an increase to the Contract Price or Contract Time and the change shall be performed by the Contractor without such increases. A COPR does not authorize the Contractor to commence performance of the changed work. The Contractor shall not perform any change until receipt of the City's written approval. If the City approves the Contractor's COP, City shall issue a Change Order.

Whenever a change is pending, the Contractor shall notify the City if it is necessary to halt other Work in the area of the change that would be affected thereby, until such time as the change is authorized.

Any change to the Contract Price shall be in a sum mutually agreed to by the Contractor and the City. When the cost for Extra Work cannot be agreed upon, the City will pay for Extra Work based on the accumulation of costs as provided for in Subsection 7-4, "Payment For Extra Work," of the Standard Specifications and the General Provisions.

#### 2-7.1.1 Change Order

A Change Order is a written instrument prepared by the City and signed by the City and the Contractor, stating their agreement upon all of the following:

- A. The scope of the change in the Work;
- B. The amount of the adjustment, if any, in the Contract Price; and
- C. The extent of the adjustment, if any, in the Contract Time.

##### 2-7.1.1.1 Accord and Satisfaction.

The Contractor's agreement on any Change Order shall be a full compromise and settlement of all adjustments to the Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences, and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of the Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in the Change Order. By execution of any Change Order, the Contractor agrees that the Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of whatsoever nature, character or kind arising out of or incidental to the Change Order. No action, conduct, omission, product failure, or course of dealing by the City shall act to waive, modify, change, or alter the requirement that Change Orders must be in writing, signed by the City and the Contractor, and that such written Change Orders are the exclusive method for effectuating any change to the Contract Sum and/or Contract Time.

#### Subsection 2-10 Disputed Work

Add the following to the provisions of Subsection 2-10, "Disputed Work":

- A. In accordance with Public Contract Code Section 20104, and for the purposes of Paragraphs B only, the term "Defined Claim" shall mean a separate demand by the Contractor to the Owner of a value of \$375,000 or less, for any of the following: (a) a time extension, (b) payment of money or damages arising from work done by the Contractor pursuant to the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount of payment which is disputed by the Owner.
- B. RESOLUTION OF DEFINED CLAIMS Pursuant to Sections 20104 et seq., of the Public Contracts Code, the provisions of this Paragraph B shall apply to all "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in the amount of \$375,000 or less).

Filing and Response to Defined Claim

The Defined Claim shall be in writing, include the documents necessary to substantiate the Defined Claim, and be filed with the Owner on or before the date of the final payment for the work.

If the Defined Claim is less than \$50,000, the new Owner shall respond in writing to the Defined Claim within 45 days of its receipt; or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the Defined Claim is over \$50,000, the Owner shall respond in writing to the Defined Claim within 60 days of its receipt, or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 30 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information or requested documentation.

Meet and Confer Regarding Defined Claim

If the Contractor disputes the Owner's written response, or if the Owner fails to respond within the prescribed time, to the Defined Claim, the Contractor may notify the Owner in writing within 15 days and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the Owner shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and confer conference, the Contractor may file a claim pursuant to Government Code Section 900, et seq. For purposes of this Paragraph B, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits the Defined Claim until the time such Defined Claim is denied, including any period of time utilized by the meet and confer conference.

Procedures for Civil Actions Filed to Resolve Defined Claims

The following procedures shall apply to any civil action filed pursuant to this Paragraph B:

Non-Binding Mediation Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator and shall be commenced within 30 days of the submittal and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

Judicial Arbitration If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, et seq., of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedures of Code of Civil Procedure Section 2016, et seq., shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, et seq., (a) arbitrators shall, upon stipulation of the parties, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorney's fees on appeal of the other party.

Interest on Award of Judgment In any suit filed pursuant to Paragraph (G)3.2, the Owner shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

- C. RESOLUTION OF CLAIMS OTHER THAN DEFINED CLAIMS The provisions of this Paragraph C shall apply to all claims that are not "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in excess of \$375,000.00).

Written Claim

If the Contractor is not satisfied with any action by the City Council to resolve the protest of any claim other than a Defined Claim, it shall file with the City Council, within fifteen (15) days after such determination, a written claim which shall comply with the requirements for a claim under Division 3.6 of Title 1 (commencing with Section 810) of the California Government Code. The City Council shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City Council shall be a prerequisite to the institution of any legal proceeding challenging the action of the City Council. If the Contractor fails to file a claim within the time specified herein, it shall be deemed satisfied with the action of the City Council with respect to its protests, and such failure to file a claim shall be deemed to be a waiver of all claims and demands arising out of or relating to this Contract.

Limitation Period

Demand for Arbitration of any claim other than a Defined Claim shall be served upon the Owner within the time limits set forth in Division 3.6 of the California Government Code for commencement of legal proceedings against a local public agency.

Arbitration

Except as provided to the contrary herein, arbitration of any claim other than a Defined Claim may be initiated by the Contractor and shall be conducted in accordance with the provisions of California Code of Civil Procedure Sections 1280, et seq. The parties hereto

agree that there shall be a single neutral Arbitrator who shall be selected in the following manner: (1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Owner shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator; (2) In the event that none of the names submitted by Contractor are acceptable to Owner or if for any reasons the Arbitrator selected in Step (1) is unable to serve, the Owner shall submit to Contractor a list of the five names of persons acceptable to Owner for appointment as Arbitrator to Contractor who shall in turn have 10 days in which to determine if one such person is acceptable; (3) If after Steps (1) and (2) the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the Los Angeles County Superior Court pursuant to Code of Civil Procedure Section 1281.6.

### **SECTION 3 – CONTROL OF THE WORK**

The provisions below shall supplement but not replace those provisions in Section 3 of the Standard Specifications, unless specifically noted below.

#### **Subsection 3-1 Assignment**

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

#### **Subsection 3-3 Subcontractors**

Add the following paragraphs:

Subcontractors shall be listed by the Bidder in accordance with these specifications and must be properly licensed under the laws of the State of California for the type of work which they are to perform. Copies of all Subcontracts shall be made available to the Engineer, upon request.

A Subcontractor whose prosecution of the work is not satisfactory shall be terminated immediately by the Contractor upon the receipt of a written notice by the Engineer. Subcontractors whose work was determined to be unsatisfactory shall not be allowed to perform any work on the job site.

### Subsection 3-5 Inspection

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

**Note: SCRRA/Metrolink and CPUC are requiring the contractor to contact each agency PRIOR TO the completion of each intersection that is connected to the railroad crossing, for a field walk and inspection to ensure the communication and operation between the traffic signal and crossing is satisfactory.**

Add the following paragraphs:

An inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the Contractor's management of the Work. Any advice which an inspector may give the Contractor shall not be binding to the Engineer or to the City, or release the Contractor from fulfilling all the terms of the Contract.

No partial payment, inspection, taking possession of, or other act made or done by the Engineer or the City with respect to the work prior to final completion and acceptance thereof shall affect or prejudice the right of the Engineer or the City to reject any defective work or material or to require the complete fulfillment of all the provisions of the Contract.

If the Engineer deems it expedient and not in the best interest of the City to correct work injured or done not in accordance with the Contract, the defective work may be accepted subject to an equitable deduction from the Contract Price which may be made therefor by the City upon certification from the Engineer.

Reexamination of any work may be ordered by the Engineer at any time prior to final acceptance and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract, the City will pay the cost of reexamination and replacement. If such work be found defective or not in accordance with the Contract, the Contractor shall pay such costs.

Inspection work requested by the contractor outside of the prescribed working hours shall be paid by the contractor at the City's overtime rate.

### Subsection 3-7 Contract Documents

#### 3-7.1 General.

In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bid Schedule, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid Proposal.

### 3-7.2 Precedence of the Contract Documents.

The following shall replace Section 3-7.2:

With regard to Section 3-7.2 in the Standard Specifications, the General Provisions shall control over the Special Provisions, and the Notice Inviting Bids and Instructions to Bidders (in that order) shall control over the Bid Proposal, such that the order of precedence shall be as follows:

1. Requirements of law
2. Permits issued by regulatory agencies with jurisdiction
3. Change Orders and Supplemental Agreements, whichever occurs last
4. Contract
5. Addenda
6. Notice Inviting Bids
7. Instructions to Bidders
8. Bid Proposal
9. General Provisions
10. Special Provisions
11. Plans
12. Standard Plans
13. Standard Specifications
14. Reference Specifications

#### 3-7.2.1 Traffic Signal Work.

Except as otherwise specified in the General Provisions or on the Plans, all Work relating to traffic signal modification, including all equipment, materials, components, and the installation thereof, shall be in accordance with the City's Technical Provisions for traffic signals, latest edition of the State Standard Plans in effect and published at the Bid Deadline and Section 86 "Electrical Work" and Section 87 "Electrical Systems" of the latest edition of the State Standard Specifications in effect and published at the Bid Deadline, unless otherwise indicated in the Technical Provisions. With respect to traffic signal Work, the order of precedence, from highest to lowest, shall be: City Technical Provisions, Plans, Sections 86 & 87 of the State Standard Specifications, State Standard Plans, and Standard Specifications.

### Subsection 3-8 Submittals

#### 3-8.1 General.

The following paragraphs shall be added following the third paragraph:

The Contractor shall, at its own expense, transmit to the Engineer for review and acceptance, working drawings, shop drawings, supporting information, and/or other available instructive and descriptive information from the manufacturer, when and as required by the Plans or General Provisions or requested by the Engineer. Shop drawings will not be required for standard items

in common use for which adequate manufacturers' literature is available unless otherwise required by the Engineer.

The Contractor shall consecutively number, thoroughly check, approve and sign each submittal and transmit the submittals to the Engineer for review. In the event that certain submittals are submitted without the Contractor's approval signature or are unacceptable to the City, they shall be rejected by the Engineer. The Contractor shall thereafter correct the submittals and resubmit.

In the event that in the process of development of the submittals it is discovered that there are defects and/or errors on the Plans that result in conflict between the Plans and the submittals, or if the submittals show variation from the Plans or other Contract Documents, the Contractor shall thoroughly describe and explain any defects and/or conflicts in its transmittal letter to the Engineer.

The Engineer's review of the submittals will be for general design and arrangement only, and shall not relieve the Contractor from responsibility for errors of any sort in the submittals or of the responsibility for executing the work in accordance with the Contract Documents. The Contractor shall be solely responsible for the correctness of the submittals, for shop fits and field connections, and for the results obtained by use of such submittals. The Contractor shall verify and be fully responsible for all dimensions and job-site conditions affecting the Work and shall be responsible for furnishing and installing the proper materials required by the Contract Documents.

The Contract Time will not be extended due to the failure of the Contractor to provide submittals as required by the Contract Documents in a timely manner.

#### Subsection 3-9 Subsurface Data

Add the following to Section 3-9:

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

#### Subsection 3-10 Surveying

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the Professional Land Surveyors' Act (Business and Professions Code Section 8700 *et seq*). All Project surveying notes and "cut-sheets" are to be provided to the City after the completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

Construction stakes shall be set and stationed by the Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

#### Construction Stakes and Monumentation

Unless otherwise provided in the Special Provisions, lines and grades for construction shall be the responsibility of the Contractor, with the following provisions:

Prior to removal of improvements, the Contractor shall verify line and grades shown on the plans. The Contractor is responsible to identify any survey inconsistencies. Any questionable grade, elevation, or location shall be brought to the immediate attention of the Engineer in writing for clarification prior to construction.

All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing these and for the control of construction staking, shall be under the supervision of a California-licensed Civil Engineer or Land Surveyor, as allowed by law. Staking shall be performed on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the Land Surveyor's office calculations and grade sheets to the Engineer. The Contractor shall be responsible for any error in the finished work and shall notify the Engineer within one (1) working day of any discrepancies or design errors discovered during staking.

Payment for construction surveying, construction staking, professional services, office calculations, furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved shall be considered as included in the contract unit prices bid for the various items of work involved, and no additional compensation will be allowed.

The work required to re-set survey monuments (Spike & Washer or Lead & Tag) and to adjust existing monument frames and covers to grade shall conform to Section 3-10 of the Greenbook, and in compliance with the Professional Land Surveyors' Act (Business and Professional Code, Chapter 15, Division 3, Section 8771), and as directed by the Engineer.

All work shall be performed by, or under direct supervision of, and all documents shall be signed and sealed by either a Civil Engineer or a Land Surveyor registered with the State of California.

Prior to start of construction, the Contractor shall inventory all existing survey monuments and ties; a copy of this inventory shall be submitted to the Engineer. Submitted documents shall include field notes and sketches which must contain existing information of centerline, control points, survey monuments and swing ties to be replaced such as existing L.S. No. or R.C.E. No., Per Parcel Map, or Tract Map, and other related information.

The Contractor shall obtain prior approval from the Engineer before setting new survey monuments and ties.

New survey monuments shall be set on new pavement surface with a 2.5" (minimum) P.K. nail, spike, or equal and brass washer with an R.C.E. or a L.S. tag. Four (4) new control lead and tack swing ties shall be set on top of curb for each new survey monument.

If existing notches of a monument are on the manhole ring, said notches must be ground out after a new PCC collar is constructed around the manhole. The Contractor shall provide four points (monuments) of four-foot tangent over ties. Requirements shall be per the preceding paragraph.

If the Contractor fails to set new survey monuments and ties, the City will perform said work and deduct all its related costs from the contract. The deduction shall include the cost of all the City personnel time involved.

The Contractor must submit a record of survey and a corner record for each new survey monument and ties to the office of the Los Angeles County Surveyor for approval and then submit all approved monument documents to the City before final payment can be processed.

The City reserves the right to delete this item of work at no additional cost.

#### Subsection 3-11 Contract Information Signs

Section 3-11 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

#### Subsection 3-12 Worksite Maintenance

Add the following to the end of 3-12.1 General:

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Engineer, the cleaning will be done or contracted by the City and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to ensure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

Pursuant to the provisions of Section 3-12 and Section 5-7 and 600 of the Standard Specifications and these General Provisions, the Contractor is responsible for Project site maintenance and for public convenience and safety. Payment for compliance with these provisions is considered as included in the prices bid for other contract items.

The City, however, to maintain good public relations, may deem it necessary to require special Project site maintenance and public convenience and safety actions and work to be performed by the Contractor that are over and above those required by the provisions of Section 3-12 and Section 5-7 and 600 of the Standard Specifications and these General Provisions.

These actions and work shall be as directed by the Engineer in writing and payment for compliance therewith shall be on a cost plus basis for extra work per Section 7-4 of the

Standard Specifications and applied against the not-to-exceed bid item for "Special Project Site Maintenance and Public Convenience and Safety."

The first sentence of Section 3-12.4.2 shall not be incorporated, and shall instead be replaced with the following:

Construction materials and equipment shall not be stored in Streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the Engineer.

Add the following to Section 3-12.6.1 General:

The Contractor shall comply with the requirements of 3-12.6 and shall conduct his/her operations so as to prevent Portland cement, mud, silt, or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system. Contractor shall comply with the requirements of project specific Erosion Control Plans included in the Plans.

In addition to complying with all applicable federal, state and local laws and regulations, the Contractor shall take note of the National Pollution Discharge Elimination System (NPDES) Requirements. The Contractor shall take all precautionary actions and implement all necessary Best Management Practices (BMPs) to prevent polluted discharges to any portion of the storm drain conveyance system including discharge of pollutants from activities such as paving operations, concrete waste washouts, cold-milling, and vehicle and equipment fueling from entering storm drain systems. At the minimum, the following shall be implemented:

- Handle, store, and dispose of materials properly
- Avoid excavation and grading activities during wet-weather
- Construct diversion dikes and drainage swales around working sites
- Cover and seal catch basins if work in their vicinity may allow debris or deleterious liquids to enter
- Never wash excess material from aggregate, concrete, or equipment onto a street
- Catch drips from paving equipment with drip pans or absorbent material
- Clean up all spills using dry methods

### **3-12.6.5 Payment.**

Replace the subsection with the following:

Full compensation for the implementation of BMPs, construction, removal, and the furnishing of all necessary labor, equipment, and materials, shall be considered as included in the other items of work and no additional payment will be made therefor.

### Subsection 3-13 Completion, Acceptance and Warranty

Add the following to Section 3-13:

The Contractor shall complete all Work under the Contract within the stipulated Working Days from the Notice to Proceed, as stated in the Contract. The Contractor shall not be allowed to

begin any construction activity at the site before the issuance of the Notice to Proceed. Between the period of the Notice of Award and Notice to Proceed, the Contractor shall process Shop Drawings and begin procuring equipment and materials.

### 3-13.2 Acceptance.

The Project will not be considered complete and ready for City Council direction to staff regarding recordation of the Notice of Completion until all Work required by the Contract Documents has been fully completed in compliance with the Contract Documents and all Applicable Laws including, but not limited to, correction or completion of all punch list items, the Work site is cleaned up in accordance with Section 3-12 of the Standard Specifications, the General Provisions, and the Special Provisions, and all of the following items have been received by the Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;
2. All written guarantees, warranties, and special warranties if applicable;
3. All "as-builts" and record drawings;
4. Duly completed and executed forms of Unconditional Waiver and Release Upon Final Payment and Declaration to Procure Final Payment from the Contractor, Subcontractors of any tier, suppliers, and other person eligible to file stop notices in connection with the Work, covering the final payment period; and
5. Duplicate copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven Working Days notice for final inspection. Such notice shall be submitted to the Engineer in writing.

Final inspection and recommendation of completion by the Engineer does not constitute acceptance of the project. The contractor remains responsible for the project until acceptance of the work by the City Council.

### 3-13.3 Warranty.

For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the Engineer's acceptance of the final item(s) on that punchlist.

The Contractor shall repair or replace defective materials and workmanship as required in Section 3-13.3 of the Standard Specification at its own expense. Additionally, the Contractor agrees to defend, indemnify and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The

Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

## **SECTION 4 - CONTROL OF MATERIALS**

### **Subsection 4-1 General**

Add the following to the provisions of Subsection 4-1, "General":

The provisions below shall supplement but not replace those provisions in Section 4-1 of the Standard Specifications, except that Subsection 4-4 shall be replaced in its entirety.

The first paragraph of Section 4-1 is replaced with the following:

Wherever applicable, materials shall conform to the latest Standards of the American Society for Testing Materials. All workmanship in the fabrication, assembly and construction of materials and equipment shall be neat and workmanlike in every respect. All equipment offered shall be of the manufacturer's latest design.

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

#### **4-1.1 Property Rights in Materials.**

Nothing in the Contract shall be construed as vesting in the Contractor any right, title, or interest in material used in the Work after it has been attached or affixed to the Work or the soil. All such material shall become the property of the City upon being so attached or affixed.

#### **4-1.3 Inspection Requirements**

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the contractor or producer of material to be used in the work, for testing or examination as desired by the Engineer. All tests of industry materials furnished by the contractor shall be made in accordance with commonly recognized industry standards or special methods and tests as prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

### **Subsection 4-2 Protection**

Add the following at the end of Subsection 4-2:

Materials shall not be stored in the right-of-way unless written permission is given by the Engineer.

#### Subsection 4-3 Inspection

The Contractor shall arrange and pay for all inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

Add the following paragraphs:

##### 4-3.1 General

An inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the Contractor's management of the Work. Any advice which an inspector may give the Contractor shall not be binding to the Engineer or to the City, or release the Contractor from fulfilling all the terms of the Contract.

No partial payment, inspection, taking possession of, or other act made or done by the Engineer or the City with respect to the work prior to final completion and acceptance thereof shall affect or prejudice the right of the Engineer or the City to reject any defective work or material or to require the complete fulfillment of all the provisions of the Contract.

If the Engineer deems it expedient and not in the best interest of the City to correct work injured or done not in accordance with the Contract, the defective work may be accepted subject to an equitable deduction from the Contract Price which may be made therefor by the City upon certification from the Engineer.

Reexamination of any work may be ordered by the Engineer at any time prior to final acceptance and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract, the City will pay the cost of reexamination and replacement. If such work be found defective or not in accordance with the Contract, the Contractor shall pay such costs.

#### Subsection 4-4 Testing

Delete Subsection 4-4 in its entirety and substitute the following:

Unless otherwise called for in these General Provisions, all testing of materials will be performed by the Contractor in such number and at such locations as deemed necessary by the Engineer to ensure compliance with the Contract Documents. The cost of all testing will be borne by the Contractor; the cost of all re-testing will be borne by the Contractor. The cost of rework material testing, overtime, travel and other related costs incurred by the City will be deducted from the Contract Price via Change Order.

#### Subsection 4-6 Trade Names

Add the following to Section 4-6:

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the Engineer to determine equivalence, no later than ten calendar days after the award of the Contract, unless

a different deadline is listed in the Special Provisions

## **SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES**

### **Subsection 5-3 Labor**

Add the following to the provisions of Subsection 5-3, "Labor":

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the contractor or any subcontractor under him.

Section 1777.5, as amended, requires the contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
2. When the number of apprentices in training in the area exceeds a ratio of one to five, or
3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
4. When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor and any subcontractor under him shall apply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

### **Subsection 5-3.2 Prevailing Wages**

Add the following to the provisions of Subsection 5-3.2, "Prevailing Wages":

Eight hours constitutes a legal days' work. The contractor shall forfeit, as a penalty to the City of San Fernando, \$50.00 for each workman employed in the execution of the contract by the contractor is required or permitted to work more than eight hours in any one calendar day and

40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815, thereof, inclusive, except that work performed by employees of contractors in excess of eight hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay as provided in said Section 1815.

The contractor shall comply with Labor Code Section 1775 in accordance with said Section 1775, the contractor shall forfeit as a penalty to the City of San Fernando, \$50.00 for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the contractor.

In accordance with the provisions of Section 1770 to 1777 inclusive, of the Labor Code of the State of California, the City Council of San Fernando has adopted the general prevailing rates of per diem wages applicable to the work to be done as have been determined by the Director of the Department of Industrial Relations for the State of California.

#### Subsection 5-4 Insurance

Add the following to the provisions of Subsection 5-4, "Insurance":

The public liability insurance shall include protection from claims caused by automobiles, trucks, or other vehicles of the contractor or any subcontractor while in use both within and outside the contract premises. The property damage insurance shall cover damage or destruction of any and all property other than that which is owned, leased, or in the care, custody or control of the Contractor or any subcontractor, with the liability limit applying to anyone (1) accident, disaster or claim. All coverage provided by Contractor shall be considered primary and shall be completely exhausted before City coverage, if any and to be considered secondary, is exercised.

By appropriate endorsement, such policies of insurance required shall name the City of San Fernando as additionally insured with the Contractor with respect to the construction project described in these specifications and shall provide that such insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to the City of San Fernando. Said endorsement shall be a separate document. Certificates of the insurance carried evidencing such insurance coverage shall be delivered to the City of San Fernando concurrently with the execution of the contract by the Contractor.

### **SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK**

#### Subsection 6-1 Construction Schedule and Commencement of the Work

Add the following to the provisions of Subsection 6-1, "Construction Schedule and Commencement of the Work":

Construction work is limited to normal working hours unless prior written approval is obtained from the Engineer. Normal working hours for construction are between 7 a.m. and 4 p.m.

The Contractor shall begin work within three (3) days of the commencement date stated in the Notice to Proceed and shall diligently prosecute the same to completion before the time required to complete the work stated in the Contractor's Proposal expires.

#### Subsection 6-3 Time of Completion

Add the following to the provisions of Subsection 6-3, "Time of Completion":

Where a single shift is worked, eight (8) consecutive hours between 7 a.m. and 5 p.m. shall constitute a day's work at straight time for all workers. Forty (40) hours between Monday, 7 a.m., and Friday, 5 p.m. shall constitute a week's work at straight time. Holidays as herein referred to shall be deemed to be:

- |                           |                          |
|---------------------------|--------------------------|
| ‣ New Year's Day          | ‣ Labor Day              |
| ‣ Martin Luther King Day  | ‣ Veterans Day           |
| ‣ Washington's Birthday   | ‣ Thanksgiving Day       |
| ‣ Cesar Chavez's Birthday | ‣ Day after Thanksgiving |
| ‣ Memorial Day            | ‣ Christmas              |
| ‣ Independence Day        |                          |

#### Subsection 6-4 Delays and Extensions of Time

Add the following to the provisions of Subsection 6-4, "Delays and Extensions of Time":

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of war, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather or delays of subcontractors due to such causes, provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the cause of delay, who shall ascertain the facts and the extent of the delay, and his findings of the facts thereon shall be final and conclusive.

#### Subsection 6-9 Liquidated Damages

Add the following to the provisions of Subsection 6-9, "Liquidated Damages":

It is agreed by the parties to the contract that liquidated damages for work under this contract is the sum of **Four thousand two hundred Dollars (\$4,200.00) per day** for each and every day's delay beyond the time prescribed to complete the work. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, Contractor agrees that the City of San Fernando may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contract, his heirs, assigns or sureties; and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that

the cost of final surveys and preparation of final estimates shall not be included in such charges.

## **SECTION 7 - MEASUREMENT AND PAYMENT**

### **Subsection 7-3 Payment**

Add the following to the provisions of Subsection 7-3, "Payment":

It is mutually agreed between the parties to the contract that no certificate given, or payments made under the contract, except the final project acceptance, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of San Fernando, City Council, and the Engineer from any and all claims of liability on account of work performed under the contract or any alteration thereof.

### **Subsection 7-3.2 Partial and Final Payment**

Add the following to the provisions of Subsection 7-3.2, "Partial and Final Payment":

The City shall, once in each month, cause an estimate in writing to be made by the Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, at the time of such estimate, and the value thereof. The City of San Fernando shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall monthly pay the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than Three Hundred Dollars (\$300.00).

The Contractor may be required to submit updated work schedules and current record drawings (as-built) with requests for progress payments.

## **SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

No field offices for AGENCY personnel shall be required; however, the AGENCY's personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor if so provided by the Contractor for his own personnel.

**TECHNICAL PROVISIONS**  
**PART 2**  
**CONSTRUCTION MATERIALS**

**SECTION 200 – ROCK MATERIALS**

200-2 UNTREATED BASE MATERIALS

200-2.1 General. Untreated base shall be crushed miscellaneous base.

200-2.2 Crushed Aggregate Base.

200-2.2.3 Quality Requirements. The minimum R-value requirement will not be waived.

**SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS**

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General. Add the following:

The same brand type, source of cement, and aggregate shall be used for all portland cement concrete.

201-1.1.2 Concrete Specified by Class and Alternate Class. Add the following:

Fly ash shall not be used.

201-4.1.1 General. Add the following:

Concrete curing compound shall be Type 2 for all underground structures.

**SECTION 203 - BITUMINOUS MATERIALS**

203-6 ASPHALT CONCRETE

203-6.1 General. Add the following:

Asphalt concrete material used for remove and replace repairs within the roadway shall be Class and Grade C2-PG 64-10.

## 203-6.4 Asphalt Concrete Mixtures

### 203-6.4.1 General. Add the following:

Acceptance as used in this Subsection 203-6.4 shall mean acceptance of material after spreading only. Acceptance of material in production shall be subject to all quality requirements based on sampling and testing as specified.

## **TECHNICAL PROVISIONS**

### **PART 3**

## **CONSTRUCTION METHODS**

### **SECTION 300 - EARTHWORK**

#### **300-1.6 Construction and Demolition Debris Recycling.**

##### **300-1.6.1 General.**

Consistent with the Agency's efforts to comply with the California Integrated Waste Management Act of 1989 (AB 939), the Contractor shall attempt to reduce, reuse, and/or recycle at least 50 percent by weight or volume or to the maximum extent feasible, the construction and demolition debris (debris) generated by this Contract thereby diverting the debris from disposal facilities, saving landfill space, and conserving virgin materials and natural resources.

##### **300-1.6.2 Definitions.**

**Construction and Demolition Debris (Debris)** - materials resulting from building, construction or demolition-related activities such as excavation, grading, land clearing, renovation, repair, road work and site cleanup which are considered solid waste pursuant to Section 40191 of the California Public Resources Code. The materials include, but are not limited to, asphalt, brick, cardboard, carpet, cinder block, concrete, concrete with reinforcement bars, drywall, excavated materials, fixtures and fittings, glass, gravel, green waste, metal, mixed rubble, packaging materials, paper, plastics, porcelain, road work materials, roofing materials, rock, sand, site clearance materials, soil, trees, tree stumps and other vegetative matter, stones, and wood waste.

**Deconstruction** - the process of carefully dismantling a structure, piece by piece prior to or instead of conventional demolition, to maximize the recovery of building materials for reuse and/or recycling.

**Delivery Site** - a recycling facility as defined in Subsection E.14 and recycling or reuse site as defined in Subsection E.15 or any place, including a transfer station as defined in Subsection E.20 where the debris is delivered for the sole purpose of reuse and/or recycling in a manner acceptable to the Agency.

**Disposal** - the process of disposing of debris at a Disposal Facility.

**Disposal Facility** - a Landfill or any location where the debris is taken for "Transformation" as defined.

**Generation** - the quantity of debris produced by the Work before the debris is reused and/or recycled.

**Green Waste** - all vegetative cuttings, shrubs, stumps, logs, brush, tree trimmings, grass, and related materials which have been separated from other solid waste.

**Landfill** - a solid waste disposal facility that accepts solid waste for land disposal and is operating under a current Solid Waste Facility Permit issued by a local enforcement agency as defined in Section 40130 of the California Public Resources Code and concurred upon by the California Integrated Waste Management Board.

**Recyclable** - material that still has useful physical or chemical properties after serving its original purpose and that can be reused or re manufactured into additional products.

**Recycle or Recycling** - the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste and returning them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, and in a manner acceptable to the Agency. "Recycle" or "Recycling" does not include Transformation.

**Recycling Facility** - any facility (except a transformation facility) whose principal function is to receive, store, convert, separate, or transfer recyclable materials for processing.

**Recycling or Reuse Site** - any place other than a recycling facility acceptable to the Agency for recycling and/or reuse of debris.

**Reduce** - any action which causes a net reduction in the generation and/or disposal of solid waste.

**Reuse** - the use, in the form as it was produced, and in a manner acceptable to the Agency of material which might otherwise be discarded into a Disposal Facility.

**Site Clearance Material** - materials such as trees, brush, earth, mixed concrete, rubble, sand, steel, extraneous paper, plastics, and other waste materials generated from site clearance.

**Source Separation** - the segregation, by the generator, of materials designated for separate collection for materials recovery or special handling.

**Transfer Station** - a facility utilized to receive solid wastes and to temporarily store, separate, convert, or otherwise process the materials in the solid wastes, and/or to transfer the solid wastes directly from smaller to larger vehicles or railroad trains for transport.

**Transformation** - incineration, pyrolysis, distillation, gasification, or biological conversion other than composting.

**Wood Waste** - solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction or demolition activities.

### **300-1.6.3 Recycling Summary.**

The Contractor shall prepare and submit a Recycling Summary report using the form included as Attachment 1 summarizing the disposal, reuse, and/or recycling activities which occurred throughout the Contract duration. This report shall be first faxed to the number shown on the report and also submitted to the Agency within 30 Days after Field Acceptance of the Work.

Failure of the Contractor to submit the Recycling Summary within the time specified will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For failure to submit the Recycling Summary within the time specified, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of \$10,000.

Execution of the Contract shall constitute agreement by the Agency and Contractor that \$10,000 is the minimum value of the costs and actual damage caused by the failure of the Contractor to submit the Recycling Summary within the time specified. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor.

### **300-1.6.4 Payment.**

Payment for construction and demolition debris recycling shall be considered as included in the Contract Unit Price for the various Bid items. As part of the Recycling Summary report, the Contractor shall fill in the blank after the "Construction Demolition and Debris Recycling Requirements Cost:" This cost shall be the incremental cost of complying with the aforementioned requirements. This cost will be used for information gathering purposes only and not for purposes of payment to the Contractor.

## **300-2 UNCLASSIFIED EXCAVATION**

300-2.1 General. Unclassified excavation shall consist of all excavation, including roadways, bituminous pavement, and concrete pavement, curb, walk, gutters, cross gutters, driveways, and access ramps.

300-2.1.1 Requirements. Subsection 300-2.1.1 is hereby added to Section 300 of the Standard Specifications as follows:

1. Bituminous Pavement. Bituminous pavement shall be removed to neatly sawed edges. Saw cuts shall be to a minimum depth of 3 inches. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 1 inch of new pavement material shall be provided at the join line. Where bituminous

pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

Bituminous pavement on curb and gutter, sidewalk or drive approaches shall be removed by heating with a torch to soften the pavement without creating smoke. Softening shall be performed until the bituminous material can be easily scraped away down to the underlying PCC surface. The blade used for scraping shall be maintained straight along its edge and clean. Bituminous material shall be scraped in this manner until it is completely removed.

2. Concrete Curb, Walk, Gutter, Cross Gutters, Driveways, and Access Ramps. Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1½-inches. Concrete sidewalk, or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk, access ramp, or driveway would fall within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be sawed to a depth of 1½-inches on a neat line at right angles to the curb face.

300-2.7 Selected Material. The text of Subsection 300-2.7 of the Standard Specifications is hereby deleted and replaced with the following:

Selected materials encountered in the excavations within the project limits that meet the specifications for base material, trench bedding or backfill, topsoil, or other specified materials shall be used as shown on the Plans, in the Specifications, or as directed by the Engineer. Topsoil excavated may be considered only for the purpose of backfilling areas to be planted.

300-2.9 Payment.

The first sentence of Subsection 300-2.9 of the Standard Specifications is hereby deleted and replaced with the following:

Payment for unclassified excavation performed as part of the work shall be paid for as part of the work for that item, and no additional compensation will be allowed.

## **SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION, AND PLACEMENT OF BASE MATERIALS**

### **301-1 SUBGRADE PREPARATION**

301-1.3 Relative Compaction. The first paragraph of Subsection 301-1.3 of the Standard Specifications is hereby deleted and replaced with the following:

When pavement is to be placed directly on subgrade material or when base or subbase material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches of such subgrade material shall be compacted to a relative compaction of 90 percent.

## **SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION**

### **303-5 CONCRETE CURBS, WALKS, GUTTERS, AND CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS**

#### **303-5.1 Requirements.**

303-5.1.1 General. All concrete flatwork areas behind sidewalks, driveways and right-of-way shall be considered as walks.

Detectable warning surface (truncated domes) for new curb ramps at signalized intersections shall be Cast-in-Place System per Armor Tile Part No. ADA-C-3648 or approved equal. Color shall be yellow, or City select.

Detectable warning surface (truncated domes) for existing curb ramps at signalized intersections shall be surface mount adhesive per Safety Step TD or approved equal. Color shall be yellow, or City select.

Detectable warning surface (truncated domes) for existing sidewalks at the railroad crossings (within railroad right-of-way) shall conform to the 2022 SCRRA Standard Specifications Section 09 61 50 "Detectable Warning Panels".

#### **303-5.9 Measurement and Payment. Add:**

Payment for detectable warning surface for newly constructed curb ramp or modification of existing curb ramp approach shall be included in the unit price bid for the removal and construction of new curb ramps or modification of existing curb ramp approach per Caltrans Std. Plan No. A88A.

Payment for detectable warning surface for existing curb ramps or sidewalks (at railroad crossings) shall be included in the unit price bid per each, including all concrete cutting and removals, and no additional compensation will be allowed therefor.

## **SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS**

Section 314 is hereby removed and replaced with the following:

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the latest edition of the Caltrans Standard Plans, and Standard Specifications, Section 81, "Miscellaneous Traffic Control Devices," Section 82 "Signs and Markers", and Section 84, "Markings", unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

## **SECTION 82 – SIGNS AND MARKERS**

### **82-3 ROADSIDE SIGNS**

Contractor shall remove and replace in-kind all regulatory and warning signs and object markers within 100' of the crosswalk or limit line on all approaches, including signs within the intersection and on traffic signal poles. Replace in-kind includes the sign dimension or size being equal to those presently in the field. There are approximately 115 signs to be replaced on this project.

The contractor shall be responsible for taking photos of all existing signs to be replaced prior to construction as a reference guide for furnishing and installing the new signs. Upon completion of the new sign installation, contractor shall take photos in the same location as the existing photo was taken. These photos shall be presented in a side-by-side comparison in either a 3-ring binder or PDF format and submitted to the City to ensure the proper signs were installed.

82-3.04 Payment. Payment for the signing shall be included in the lump sum price bid for Signing and Striping, and no additional compensation will be allowed therefor.

## **SECTION 84 - MARKINGS**

### **84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS**

#### **84-2.02 Materials.**

84-2.02A General. Traffic stripes, pavement markings, crosswalks, and curb markings shall be paint, two (2) coats. Contractor shall repaint all curb markings within the project limits as noted on the plans.

84-2.02C Paint. Paint shall be ready-mixed rapid dry type.

Ready-mixed paints shall be suitable for use on either asphalt concrete or Portland cement concrete.

The glass beads used in both layers must be surface treated for use with thermoplastic under the bead manufacturer's instructions.

#### 84-2.03 Construction.

84-2.03A General. The Contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than ½-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 81, "Pavement Markers."

Existing traffic stripes (including raised pavement markers), pavement legends, and markings that do not conform to the plans shall be removed by wet sandblasting per Section 81-8.03B, "Remove Pavement Markers," and Section 84-9.03B, "Remove Traffic Stripes and Pavement Markings" of the State Standard Specifications.

#### 84-2.03C Application of Stripes and Markings.

84-2.03C(3) Painted Traffic Stripes and Pavement Markings. Paint shall be applied in two coats.

The second coat of paint shall be applied no less than 24 hours from application of the first coat.

Each coat of paint shall include glass beads.

84-2.04 Payment. Payment for striping details, pavement markings, and curb markings shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed.

## **TECHNICAL PROVISIONS**

### **PART 4**

#### **EXISTING IMPROVEMENTS**

##### **SECTION 400 - PROTECTION AND RESTORATION**

The following General Provision is in addition to Section 400 Special Provisions.

Add to end of first paragraph of Subsection 400-1 the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid Proposal.

The first sentence of the second paragraph of Section 400-1 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the Project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, signal loops, fences, walls, sprinkler systems, signs, Utility installations, pavements, structures, etc.) which are damaged or removed as a result of the Contractor's or the Subcontractors' operations or as required by the Plans and Specifications.

##### **SECTION 402 - UTILITIES**

###### Subsection 4-1 Location

Add the following to the provisions of Subsection 4-1, "Location":

Utilities for the purpose of these Special Provisions shall be considered as including but not limited to; pipelines; conduits; transmission lines; appurtenance of both public utilities and private industries, business, or individual; storm drains; sanitary sewers; and street lighting conduits.

The City has endeavored to locate and indicate on the drawings all underground utilities, facilities, and obstructions within the limit of the work under this contract or so nearly adjacent thereto as to interfere with the execution of the work. However, the accuracy and completeness of the utility's location indicated on the plans is not guaranteed. Sewer service lines, gas service connections, and streetlights and traffic signal conduits may not be shown on the plans.

The contractor is responsible to determine the exact location of utilities and its service connections during construction. The contractor shall notify the City of the exact location of any utility or service connection which is not shown or incorrectly shown on the plans.

The contractor shall be expected to maintain liaison with the affected utility company representatives, and shall notify them prior to beginning of the job and each time the particular utility is or could possibly be affected at least 24 hours in advance:

1.	Verizon Company	818-365-3128
2.	Edison Company	800-611-1911
3.	Southern California Gas Company	818-701-3342
4.	San Fernando Water Department	818-898-1293
5.	L.A. City Municipal Services	800-342-5397
6.	L.A. Metropolitan Water Dist.	626-844-5610
7.	Time Warner Cable	818-700-6100
8.	Pacific Pipeline Co.	800-987-4737
9.	Verizon / GTE	818-365-3128

## **TECHNICAL PROVISIONS**

### **PART 6**

#### **TEMPORARY TRAFFIC CONTROL**

##### **SECTION 600 - ACCESS**

###### **Subsection 600-1 General**

Add the following to Subsection 600-1 "General":

The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Engineer.

The Contractor shall notify SCRRA and CPUC of all road closures occurring in the area of the railroad crossings a minimum of 72 hours prior to the closure. Lane closures or traffic control devices should be avoided if possible over or near the railroad tracks. If the contractor deems it necessary to close a lane to perform the work, the contractor will be allowed to close the entire roadway to vehicular traffic between Truman Street and First Street. See sample traffic control closure in the Appendix. The contractor will be required to prepare and submit traffic control plans and detour plans to the City for review and approval. Once City approved, the contractor shall submit the plans to SCRRA for their review and approval. All plans shall be prepared, signed and stamped by a registered engineer.

##### **SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES**

###### **Subsection 601-1 General**

Add the following to Subsection 601-1 "General":

Traffic control, traffic control plans, construction signing and traffic maintenance shall comply with the provisions of Subsection 5-7 of the Standard Specifications, and latest California Manual on Uniform Traffic Control Devices (CA-MUTCD), the City of San Fernando and these Special Provisions.

The Contractor shall comply with all regulations and requirements of the City of San Fernando Public Works Department and shall obtain written approval from the City Engineer for variances from the traffic provision of this section. In general, the following traffic and access control measures shall be required unless otherwise specified by the Engineer or on the Plans.

At no time shall traffic control devices including signs, barricades, arrow boards or message boards encroach or pass through SCRRA right-of-way. All work areas, lane closures, shoulder closure and traffic control devices shall be set up to avoid any possible encroachment. Otherwise, contractor shall notify the City Engineer 1 week in advance of work to request a street closure.

In the event that any street must be closed, request must be received by the Engineer for approval and the following parties shall be notified at least 48 hours in advance.

- |    |                         |              |
|----|-------------------------|--------------|
| a. | Public Works Department | 818-898-1293 |
| b. | Police Department       | 818-898-1267 |
| c. | Fire Department         | 818-989-8561 |
| d. | Mauran Ambulance        | 818-365-3182 |

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by AGENCY forces shall be back charged to the Contractor based on the actual costs, plus AGENCY overhead and withheld from the final payment.

At least 7-working days prior to commencing work, the Contractor shall submit his final construction schedule to the Engineer for approval. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48 hours prior to the scheduled operations on the streets affected.

All work shall be scheduled so that all areas are open to traffic between 4 p.m. and 7 a.m. the following day, unless otherwise approved by the City.

Traffic shall be directed through the project with warning signs, cones and flag persons in a manner that provides maximum safety for traffic and the workers, and the least interruption of the work.

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life, or loss of property which would result from interruption or contamination of public water supply, from interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

#### Subsection 601-2 Temporary Traffic Control Plan (TCP)

Add the following to Subsection 601-2 "Temporary Traffic Control Plan (TCP)":

Temporary traffic control plans (TCP) will be required anytime lane or shoulder closures are required to perform the work on the plans. The TCP shall be site specific and at a minimum scale of 1" = 50' and if applicable, show the SCRRA right-of-way lines and railroad tracks.

Lane transitions, buffers, and sign spacing shall conform to the California MUTCD latest edition.

The TCP shall address all pedestrian access around the work area. One 4-foot wide ADA accessible pedestrian walkway shall be maintained in the parkway area on at least one side of each street.

No more than 2 corners and 2 crosswalks can be closed at the same time unless the contractor can maintain proper ADA pedestrian path and crossings around the intersection.

If the contractor requests the need for a street closure, the contractor shall supply a detour plan showing the closure area and the necessary detour signs to reroute vehicular around the work area to the City Engineer for plan approval. Night working hours and closures will be between the hours of 8:00pm and 5:00am.

No detouring will be allowed thru residential neighborhoods unless approved by the City Engineer.

#### Subsection 601-3 Temporary Traffic Control (TTC) Zone Devices

Add the following to Subsection 601-3 "Temporary Traffic Control (TTC) Zone Devices":

Temporary "No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 76 meters (250 feet) apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

#### Subsection 601-4 Temporary Traffic Striping and Pavement Markings

Add the following to Subsection 601-4 "Temporary Traffic Striping and Pavement Markings":

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

#### Subsection 601-5 Traffic Lane Widths and Clearances

Add the following to Subsection 601-5 "Traffic Lane Widths and Clearances":

At least one 12-foot wide traffic lane shall be provided for each direction of travel on all streets at all times, except as permitted by the Engineer. The traffic lanes shall be maintained on pavement and shall remain unobstructed.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

All drop-offs on the pavement over 1 inch in height that are perpendicular to the direction of traffic, including driveway approach, and will remain overnight shall be ramped with temporary AC pavement. The cost to construct temporary AC pavement shall be included in price paid for other items of work, and no additional payment thereof.

All open trenches shall be covered with non-skid steel plates or temporary asphalt pavement before and after work hours, unless otherwise directed by the Engineer.

Payment for Temporary Traffic Control and all provisions in this section for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved shall be considered as included in the contract unit prices bid for the various items of work involved, and no additional compensation will be allowed.

## **TECHNICAL PROVISIONS**

### **PART 7**

#### **STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS**

##### **Section 700 - MATERIALS**

Section 700 is hereby removed and replaced with the following:

All equipment, materials, and components for traffic signal loop replacement shall conform to the latest edition of the Caltrans Standard Plans and Revised Standard Specifications, Section 86, "Electrical Work" and Section 87 "Electrical Systems" unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from the Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

##### **SECTION 86 – GENERAL**

###### **86-1.01 General.**

86-1.01C Submittals. The schedule of values (cost breakdown) shall be submitted to the Engineer in conjunction with equipment list and drawings.

Equipment List and Drawings shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Contract Approval.

Materials lists, manufacturer's data, brochures, technical data, etc., shall be labeled and identified, and shall be submitted in bound booklet form.

The Contractor shall retain one copy of all approved material lists and samples at the job site, readily accessible for inspection by the Engineer. Said materials lists and samples shall be the basis for approval or rejection of work.

The Contractor shall guarantee the entire work constructed under this contract and will fully meet all requirements as to quality of workmanship and materials furnished by him. The Contractor shall make, at the Contractor's expense, any repairs or replacements made necessary by defects in workmanship or materials that becomes evident within 1 year after acceptance of work by the Agency and to restore to full compliance with the requirements of these Specifications, any part of the work which during the 1-year period is found to be deficient with respect to any provision of the Plans and Specifications. The Contractor shall make all repairs and replacements promptly upon receipt of written orders from

the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor, and his surety shall be liable to the City for the cost.

Whenever any work or equipment is to be guaranteed or maintained by a manufacturer, supplier, or subcontractor, said obligation shall be that of the Contractor.

All guarantees shall be in writing and delivered to the Engineer by the Contractor prior to final acceptance of the work.

#### 86-1.01D Quality Assurance.

86-1.01D(3) Department Acceptance. Controller and cabinet shall be furnished by the Contractor shall be tested by Los Angeles County as designated by the City. Cost for testing and delivery to and from the test site shall be considered as included in the lump-sum price bid for traffic signal installation/modification, and no additional compensation will be allowed.

#### 86-1.02 Materials.

86-1.02B Conduit. Conduit shall be Schedule 80 PVC with PVC fittings for traffic signal work.

86-1.02C Pull Boxes. Pull boxes shall be pre-cast reinforced concrete. Grout-in bottom of pull boxes will not be required.

Electrical pull boxes, unless noted otherwise on the Plans, shall be No. 5 or larger and shall have plastic lined lids. Lids shall be marked "Traffic Signal".

#### 86-1.02F Conductors and Cables.

##### 86-1.02F(2) Conductors.

##### 86-1.02F(2)(c) Copper Conductors.

86-1.02F(2)(c)(i) General. Circuit conductors shall be THW PVC type.

86-1.02J Standards, Poles, Pedestals, and Posts. Where the State Standard Plans refer to the side tenon detail at the end of the signal mast arm, the applicable tip tenon detail may be substituted.

#### 86-1.02K Luminaires.

86-1.02K(1) General. Luminaires shall be LED.

86-1.02M Photoelectric Controls. Photoelectric control shall be Type IV for all intersection lighting and internally illuminated street name signs, unless

otherwise noted in the plans. When pole schedule does not specifically call for a separate PEC, a shorting cap shall be installed in its place.

LED Luminaires shall be from the Los Angeles County approved list.

86-1.02Q Cabinets.

86-1.02Q(3) Controller Cabinets. New controller assemblies shall be Type 2070 in Type 332 cabinet with all necessary equipment for the intended operation as shown on the plans.

86-1.02R Signal Heads.

86-1.02R(3) Backplates. Backplates shall be aluminum alloy.

86-1.02R(4) Signal Faces. Vehicle indications shall be 12-inch LED with visors and backplates.

86-1.02R(4)(a) Signal Sections. All vehicular indications shall be 12-inch.

86-1.02R(4)(c) Visors and Directional Louvers. Visors shall be aluminum alloy and full tunnel type.

86-1.02U Pedestrian Push Button Assemblies. Pedestrian push buttons shall be Type B. Push button sign shall be R10-3b.

## SECTION 87 – ELECTRICAL SYSTEMS

### 87-1 GENERAL

87-1.03 Construction.

87-1.03A General.

No work shall commence, and no material or equipment shall be stored at the jobsite until such time that the Contractor notifies the Engineer in writing of the date that all electrical materials and equipment are to be received. Upon receipt of said notification by the Engineer, the Contractor may commence work within 5-working days prior to said delivery date.

New traffic signal system shall be in operation before the removal of existing traffic signal.

Traffic signal shutdowns shall be limited to the hours between 9 a.m. and 3 p.m. and shall not be permitted on Friday, Saturday, or Sundays.

Contractor shall coordinate with an Edison certified contractor to comply with minimum overhead clearances for the removal and/or installation of traffic signal poles. The cost to hire an Edison certified contractor to perform work shall be

included in the lump sum price bid for traffic signal installation and no additional compensation will be allowed therefore.

Where the Contractor-installed facilities are damaged prior to final acceptance by the Engineer, the Contractor shall repair or replace such facilities at his own expense.

The traffic signal must be operational within 5 days after erection of standards.

The job site shall be maintained in a neat and orderly condition at all times and areas of sidewalk removal to be left open for less than 5 days shall be covered with plywood sheeting and barricades. Areas to be left open more than 5 days shall be patched with temporary AC pavement, smoothed to provide a level finished walking surface.

All striping, pavement markings, and signing shall be in place prior to signal turn on.

Turn on of the traffic signal system shall not be made on a Friday or the day preceding a legal holiday and will be permitted between the hours of 9 a.m. and 2 p.m. only. The City shall be notified at least 48 hours prior to the intended turn on and the City's signal maintenance company must be present.

87-1.03C Installation of Pull Boxes. No pull box shall be in or within 1-foot of any curb ramp.

87-1.03E Excavation and Backfilling for Electrical Systems. Excavation for foundation shall be hand dug until clear of obstructions.

Existing footings for streetlights and traffic signals shall be removed and the remaining hole backfilled and compacted to the satisfaction of the engineer in the field.

87-1.03F Conductors and Cable Installations.

87-1.03F(2) Cables.

87-1.03F(2)(c) Copper Cables.

87-1.02F(2)(c)(ii) Detector Lead-in Cables. Loop detector lead-in cable shall be Type B.

87-1.03F(3) Conductors..

87-1.03F(3)(c) Copper Conductors.

87-1.03F(3)(c)(ii) Inductive Loop Conductors. Loop wire shall be Type 2.

87-1.03H Conductor and Cables Splices.

87-1.03H(2) Splice Insulation Methods. Splices shall be Type C insulated by Method B, as shown on State Standard Plan ES-13A, except detector conductor (video, loop, et cetera) splices shall be Type S or T insulated by Method B, as shown on Standard Plan ES-13A, and shall also be soldered.

#### 87-1.03V Detectors.

87-1.03V(1) General. Vehicle detectors shall be of the inductive loop, Type E.

Detector loop locations shall be approved by Engineer in the field prior to installation.

PVC conduit per Standard Plan ES-5E, Curb Termination Detail, Type B, shall be installed wherever a loop-wire saw cut crosses an expansion joint or pavement type change.

The sides of the loop saw cut slots shall be vertical and the minimum radius of the slot entering and leaving the circular part of the loop shall be 1½-inches. Slot width shall be a maximum of ¾-inch.

Slots of circular loops shall be filled with elastometric sealant.

Loops shall be installed on the same day in which the loop slots are cut. This shall include placement of the loop conductors and sealant.

Coordination with manufacturer and/or signal maintenance company to adjust the video detection zones shall be considered in the traffic signal modification lump sum price bid for that intersection and no additional compensation will be allowed therefor.

### 87-4 SIGNAL AND LIGHTING SYSTEMS

#### 87-4.02 Materials.

87-4.02A General. Signs will be either non-illuminated or internally illuminated street name signs as noted on the plans.

Details of color, style, borders, and spacing shall conform to the standards established by Caltrans. "Periods" shall not be used on abbreviations. A scale layout for each legend shall be submitted to the Engineer for approval prior to fabrication.

87-4.02C Internally Illuminated Street Name Signs (IISNS).

A ½-inch close nipple and LB conduit shall be installed on the mast arm at the coupling point. The cable between sign and conduit shall be 3-conductor AWG No. 16, Type SJO. The green conductor of the cable

shall be used for grounding between sign housing and conduit. The cable shall enter the sign housing and conduit through neoprene bushed CGB connectors. The cable shall be dressed in a neat arc between sign and conduit with sufficient slack to facilitate sign swing.

LED Internally Illuminated Street Name Signs shall be Temple, Inc. Edge-Lit RAZOR model. Sign length shall not exceed 8 feet or exceed 65 pounds. Each LED sign shall be equipped with a factory installed button-type photo electric control (PEC). When pole schedule does not specifically call for a separate PEC, a shorting cap shall be installed in its place.

## BID ITEM DESCRIPTIONS

### GENERAL

The Contract payment for the specified items of work as set forth in the Bid Schedule shall be full compensation for furnishing all labor, materials, methods or processes, implements, tools, equipment, and incidentals and for doing all work involved as required by the provisions of the Contract Documents for a complete in place and operational system.

- A. Unless otherwise specified in the Specifications, quantities of work shall be determined per each, or from measurements or dimensions in a horizontal plane. All materials shall be measured on the basis of "in place" quantities and paid for using the units listed in the bid schedule.
- B. Except as noted, the Engineer will make field measurements of unit price items in order to determine the quantities of the various items as a basis for payment. On all unit price items, the contractor will be paid for the actual amount of the work performed in accordance with the contract documents, as computed from field measurements.
- C. Work or quantities not listed in the description of bid items, including all SCRRRA permits, fees and requirements, are considered incidental to other construction and will not be separately measured or paid for. Compensation for such work and/or material shall be included in the prices paid for other items of work.

### BID ITEMS

**Bid Item 1 – Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A:**

Payment for this item shall be paid at the contract price per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals required to remove and construct curb ramps, including concrete curb, curb returns, gutters, ramps, landings, detectable warning devices, transition sidewalk, adjust pull box to grade and all other work shown on the plans and including excavation, preparation and compaction of subgrade, forming, furnishing the Portland cement concrete, placement, finishing, furnishing and installation of detectable warning surface material, replacement and reconfiguration of existing landscaping and irrigation, regrading, and traffic control and all other work required to result in a complete project.

**Bid Item 2 – Furnish and Install Detectable Warning Surface (Truncated Domes) on Existing Ramps Per Caltrans Std. Plan A88A:**

Payment for this item shall be paid at the contract price per square foot (SF) and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required to furnish and install detectable warning surface and all other work required to result in a complete project, including traffic control and no additional compensation will be allowed therefore.

**Bid Item 3 – Furnish and Install Detectable Warning Surface (Truncated Domes) on Existing Sidewalk Per SCRRRA:**

Payment for this item shall be paid at the contract price per square foot (SF) and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required to furnish and install detectable warning surface on adjacent to each side of the railroad track per SCRRRA standards and requirements and all other

work required to result in a complete project, including traffic control and no additional compensation will be allowed therefore.

**Bid Item 4 – Construct Metal Handrail per SPPWC Std Plan No. 606-5, Type B:**

Payment for this item shall be paid at the contract price per Linear Foot (LF) and shall include full compensation for furnishing all labor, materials, tools, equipment, fabricating, installing, incidentals and all other work involved complete in place including foundation, end caps and traffic control and no additional compensation will be allowed therefore.

**Bid Item 5 -Traffic Signal Modification Hubbard St at San Fernando Rd:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in removing and installing vehicle heads, pedestrian heads, luminaires, pedestrian push buttons, LED street name signs, non-illuminated street name signs, GPS unit, wiring and appurtenances required for modifying the traffic signal, including traffic control, maintaining existing and temporary electrical systems, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

**Bid Item 6 -Traffic Signal Modification Hubbard St at Truman St:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in removing and installing vehicle heads, pedestrian heads, luminaires, pedestrian push buttons, LED street name signs, non-illuminated street name signs, GPS unit, wiring and appurtenances required for modifying the traffic signal, including traffic control, maintaining existing and temporary electrical systems, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

**Bid Item 7 -Traffic Signal Modification Hubbard St at First St:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in removing and installing traffic signal poles, loop detectors, vehicle heads, pedestrian heads, luminaires, pedestrian push buttons, LED street name signs, non-illuminated street name signs, GPS unit, wiring and appurtenances required for modifying the traffic signal, including traffic control, maintaining existing and temporary electrical systems, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

**Bid Item 8 -Traffic Signal Modification Maclay Ave at San Fernando Rd:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in removing and installing traffic signal poles, loop detectors, vehicle heads, pedestrian heads, luminaires, pedestrian push buttons, LED street name signs, non-illuminated street name signs, GPS unit, wiring and appurtenances required for modifying the traffic signal, including traffic control, maintaining existing and temporary electrical systems, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

**Bid Item 9 -Traffic Signal Modification Maclay Ave at Truman St:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in removing and installing traffic signal poles, loop detectors, vehicle heads, pedestrian heads,

luminaires, pedestrian push buttons, LED street name signs, non-illuminated street name signs, GPS unit, wiring and appurtenances required for modifying the traffic signal, including traffic control, maintaining existing and temporary electrical systems, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

**Bid Item 10 - Traffic Signal Modification Maclay Ave at First St:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in removing and installing traffic signal poles, loop detectors, vehicle heads, pedestrian heads, luminaires, pedestrian push buttons, LED street name signs, non-illuminated street name signs, GPS unit, wiring and appurtenances required for modifying the traffic signal, including traffic control, maintaining existing and temporary electrical systems, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

**Bid Item 11 - Traffic Signal Modification Brand Blvd at San Fernando Rd:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in removing and installing loop detectors, vehicle heads, pedestrian heads, luminaires, pedestrian push buttons, LED street name signs, non-illuminated street name signs, GPS unit, wiring and appurtenances required for modifying the traffic signal, including traffic control, maintaining existing and temporary electrical systems, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

**Bid Item 12 - Traffic Signal Modification Brand Blvd at Truman St:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in removing and installing traffic signal poles, vehicle heads, pedestrian heads, luminaires, pedestrian push buttons, LED street name signs, non-illuminated street name signs, GPS unit, wiring, adjustments to video detection system and appurtenances required for modifying the traffic signal, including traffic control, maintaining existing and temporary electrical systems, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

**Bid Item 13 - Traffic Signal Modification Wolfskill St at Truman St:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in removing and installing traffic signal poles, loop detectors, vehicle heads, pedestrian heads, luminaires, pedestrian push buttons, LED street name signs, non-illuminated street name signs, GPS unit, wiring and appurtenances required for modifying the traffic signal, including traffic control, maintaining existing and temporary electrical systems, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

**Bid Item 14 – Signing and Striping:** Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required to furnish and install street signs, sign posts, pedestrian barricade, hardware, striping, raised pavement markers, pavement

legends and curb markings, including traffic control, removing and disposing of existing signs, striping and markers, as shown on the plans and doing all other work necessary to complete the signing and striping installations in accordance with the Caltrans Standard Plans and Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

# **Federal Requirements**

## EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

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

### MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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## 1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify at date of bid opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

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

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

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

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

### A. Nondiscrimination Statement

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

administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

## **B. Contract Assurance**

Under 49 CFR 26.13(b):

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

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

## **C. Prompt Progress Payment**

In accordance with California Business and Professions Code Section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

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

## **D. Prompt Payment of Withheld Funds to Subcontractors**

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

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

**Method 2:** No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed

to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

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

## **E. Termination and Replacement of DBE Subcontractors**

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

### Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justified reasons with prior written authorization from the Agency:

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

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
  - One or more above listed justifiable reasons along with supporting documentation
  - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
  - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

#### Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
  - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
  - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
    - Quote for bid item work and description of work to be performed
    - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
    - Revised Subcontracting Request form
    - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
  - Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
  - Solicitations of DBEs for performance of work identified
  - Correspondence with interested DBEs that may have included contract details and requirements
  - Negotiation efforts with DBEs that reflect why an agreement was not reached
  - If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
  - Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
  - Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

#### **F. Commitment and Utilization**

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

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5<sup>th</sup> day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

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

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-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 DBE (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

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

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

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

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

#### **G. Running Tally of Attainments**

For projects awarded on or after March 1, 2020, but before September 1, 2023:

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

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

## H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

### **I. Use of Joint Checks**

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

## **2. BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

- 3. BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
- 4. CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.
- 5. CONTRACTOR LICENSE** The Contractor must be properly licensed as a contractor from contract award through contract acceptance (Public Contract Code § 10164).

## **6. CHANGED CONDITIONS**

### **A. Differing Site Conditions**

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

### **B. Suspensions of Work Ordered by the Engineer**

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

### **C. Significant Changes in the Character of Work**

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project.

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

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

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

This work shall be diligently prosecuted to completion before the expiration of 50 WORKING DAYS after the date shown on the Notice to Proceed.

The Contractor shall pay to the City of San Fernando the sum of \$3,200 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

## 8. BUY AMERICA

Buy America requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

### Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States 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 produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the U.S. may be used if authorized.

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. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

### Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitutes 90 percent or more of the total weight of the manufactured product.

### Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

### Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract and, therefore, are not subject to Buy America requirements:

1. \_\_\_\_\_
2. \_\_\_\_\_

## 9. QUALITY ASSURANCE

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

## 10. PROMPT PAYMENT

### A. FROM THE AGENCY TO THE CONTRACTORS

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

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned Page 11 of 32 May 2023 Local Assistance Procedures Manual Exhibit 12-G Required Federal-Aid Contract Language pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

### B. FROM THE AGENCY TO THE CONTRACTORS

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to [DBE.Forms@dot.ca.gov](mailto:DBE.Forms@dot.ca.gov) before the end of the month after receiving the Exhibit 9-P from the Contractor.

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

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

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

FHWA-1273 -- Revised July 5, 2022

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

- I. General
- II. Nondiscrimination
- III. Non-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. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels

**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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d *et seq.*), 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 Part 60 and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d *et seq.*), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60, and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, color, national origin, age, or disability. Such action shall include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or 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 or other knowledgeable company official.

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, sexual orientation, gender identity, 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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 FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

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

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendices A and E are incorporated by reference. 49 CFR Part 21.

**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. NON-SEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the nationally significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

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 therefor 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, 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 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 (29 CFR 5.5)

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 (29 CFR 5.5)

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 Website. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)

##### 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 journeyman 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. 23 CFR 230.111(e)(2). 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 as provided in 29 CFR 5.5.

**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 as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, 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 (29 CFR 5.5)**

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**

Pursuant to 29 CFR 5.5(b), 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. 29 CFR 5.5.

**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 currently provided in 29 CFR 5.5(b)(2)\* 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. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (see 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

**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. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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 (based on longstanding interpretation):

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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 (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph 1 is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 636.116(d).

**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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

### 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. CFR 180.220 and 1200.220.

#### 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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First-Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower-Tier Participant" refers to any participant who has entered into a covered transaction with a First-Tier Participant or other Lower-Tier Participant (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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300, 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

\* \* \* \* \*

## **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 CFR 180.335;

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800;

(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. 2 CFR 180.335(d);

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

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 CFR 180.335 and 180.340.

## **3. 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). 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower-Tier Covered Transactions" refers to any covered transaction under a First-Tier Covered Transaction (such as subcontracts). "First-Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower-Tier Participant" refers to any participant who has entered into a covered transaction with a First-Tier Participant or other Lower-Tier Participant (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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

**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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

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 Part 20, App. A.

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 shall be included in all lower-tier

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

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA-funded contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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 carriers, 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. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States 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 (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR 620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills-of-lading, certified onboard, dated, with rates and charges. These bills-of-lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor.) 46 CFR 381.7.

**12. FEMALE AND MINORITY GOALS**

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

The nationwide goal for female utilization is 6.9 percent.

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

**MINORITY UTILIZATION GOALS**

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

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

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

### 13. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and Appendix E. *(Appendix B is required only if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D are required only if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.)*

#### APPENDIX A

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

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

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

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

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

#### **APPENDIX B CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the

event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

#### **APPENDIX C**

##### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **APPENDIX D**

##### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will thereupon revert to and vest in and become the absolute property of the recipient and its assigns.

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**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.

**15. FEDERAL TRAINEE PROGRAM** (to be used when applicable)

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

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

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

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

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

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

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

Before starting work, the prime contractor shall submit to the City:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain approval from the City for this submitted information before the prime contractor starts work. The City credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

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

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City and FHWA approve a program if one of the following is met:

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

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

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

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

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

Each apprentice or trainee must:

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

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

## **16. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES**

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;

- 
- Hangzhou Hikvision Digital Technology Company;
  - Dahua Technology Company; and
  - Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

*THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)*

### **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, 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.

***(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)***

## **PUBLIC CONTRACT CODE**

### **Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder ☐has / ☐has not been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The Bidder must place a checkmark before "has" or "has not" in one of the check boxes provided.

### **Public Contract Code Section 10162 Questionnaire**

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

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

☐ Yes ☐ No

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

### **Public Contract Code Section 10232 Statement**

In conformance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)*

**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.

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

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)*

**NONLOBBYING CERTIFICATION  
FOR FEDERAL-AID CONTRACTS**

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

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

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. initial award <input type="checkbox"/> d. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  <b>Congressional District, if known:</b>		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  <b>CFDA Number, if applicable</b>	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(If individual, last name, first name, MI):</i>  <i>(attach Continuation Sheet(s) if necessary)</i>		<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>
<b>11. Amount of Payment (check all that apply)</b> \$ <input type="checkbox"/> Actual <input type="checkbox"/> Planned	<b>13. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature Value		
<b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b>  <i>(attach Continuation Sheet(s) if necessary)</i>		
<b>15. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>16.</b> 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: _____	
<b>Federal Use Only:</b>		

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, sub-grants, 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 (e.g., Department of Transportation, United States Coast Guard).
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet 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.

**Exhibit 15-G: Construction Contract DBE Commitment**

1. Local Agency: City of San Fernando 2. Contract DBE Goal: 18 %
3. Project Description: Traffic Signal Modifications – 9 Locations
4. Project Location: 9 Signalized Intersections Citywide
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. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

<b>Local Agency to Complete this Section upon Execution of Award</b>		<b>16. TOTAL CLAIMED DBE PARTICIPATION</b>		\$
22. Local Agency Contract Number: _____		<b>IMPORTANT:</b> Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.		%
23. Federal-Aid Project Number: <u>HSIPL-5202(019)</u>				
24. Bid Opening Date: _____				
25. Contract Award Date: _____				
26. Award Amount: _____				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
27. Local Agency Representative's Signature _____		28. Date _____	17. Preparer's Signature _____	18. Date _____
29. Local Agency Representative's Name _____		30. Phone _____	19. Preparer's Name _____	20. Phone _____
31. Local Agency Representative's Title _____		21. 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 or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location(s) as shown on the project advertisement.
- 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. NAICS or Work Category Codes** - Enter NAICS or Work Category Codes from the California Unified Certification Program database.
- 13. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 14. 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.
- 15. 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.
- 16. 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).
- 17. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 18. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 19. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 20. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 21. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

**LOCAL AGENCY SECTION**

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

**EXHIBIT 9-I: DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONFIRMATION**

FEDERAL PROJECT NUMBER <b>HSIPL-5202(019)</b>		
NAME OF DBE BUSINESS		
NAME OF DBE REPRESENTATIVE		
DBE CERTIFICATION NUMBER		
NAME OF BIDDER		
NAME OF PRIME CONTRACTOR IF DIFFERENT FROM THE BIDDER		
NAME OF REPRESENTATIVE OF PRIME CONTRACTOR		
DATE		
Bid Item Number	Item of work and description of services to be subcontracted or materials to be provided <sup>1</sup>	Amount (\$)
<sup>1</sup> If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.  DBE firms can use this form as a written confirmation or use an equivalent form. Written confirmation must be submitted no later than 4 pm on the 5 <sup>th</sup> day after bid opening.		<b>Total</b>  As an authorized representative of a certified disadvantaged business enterprise, I confirm if the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form.  Signature of DBE's Authorized Representative  Printed Name of DBE's Authorized Representative  Title of DBE's Authorized Representative  Date

**EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS**

Federal-aid Project No(s). HSIPL-5202(019) Cost Proposal Due Date \_\_\_\_\_ PE/CE  
Bid Opening Date \_\_\_\_\_ CON

The City of San Fernando established a Disadvantaged Business Enterprise (DBE) goal of 18% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

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

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

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

Publications	Dates of Advertisement

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

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

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

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

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

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- 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:

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- 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:

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

Name of Agency/Organization

Method/Date of Contact

Results

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

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**EXHIBIT 9-F: DISADVANTAGED BUSINESS ENTERPRISE (DBE) RUNNING TALLY OF PAYMENTS**

Save this form using the following naming convention: [9-digit Federal Aid number]-[yyyymm]-[ss].xlsx. [yyyymm] is the reporting period, [ss] is a two-digit sequential number, applicable when consultant or contractor has more than one 9-F form to complete per pay period. For example, a valid saved file could read: 1234(567)-202207-01.xlsx. Prime contractors/consultants are required to submit this form no later than the 10<sup>th</sup> of the following month, after submitting an invoice for reimbursement that includes a payment to a DBE. If no payments have been made, do not submit the form. Email this form to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the local administering agencies. **Do not submit this form with the invoice; it will not be processed.**

(1) Reporting Period (mm-yyyy)	(2) Federal Aid Project Number			(3) Caltrans District			(4) Local Agency
	5202(019)			7			City of San Fernando
(5) Contract Number	(6) Total Contract Award Amount (\$)			(7) DBE Goal Percentage (%)			(8) DBE Committed Percentage (%)
				18			
(9) Business Name	(10) Amount Prime Invoiced This Period (\$)			(11) Amount Paid to Prime to Date (\$)			(12) Prime Certified DBE?
(13) DBE Subcontractor/Subconsultant Name	(14) DBE Cert. Number	(15) Contract Type	(16) Date of Payment	(17) Amount of This Payment	(18) Amount Paid to Date	(19) Amount Committed to This DBE	(20) Comments
			Totals				
<p>List all DBEs regardless of tier, whether or not the firms were originally listed in Exhibit 10-O2 or 15-G as a DBE commitment. If the actual DBE utilization was different than that approved at the time of award, provide comments in box (20). All payments reported, including payments to contractor/consultant, are for the date listed. Select the most appropriate contract type (Agent, Consultant, Joint Venture, Manufacturer, Prime, Regular Dealer, Subcontractor, Truck/Haul, Service Provider) for the DBE.</p> <p>By executing this 9-F, Contractor represents and warrants, under penalty of perjury, that:  Contractor/Consultant contracted with the Disadvantaged Business Enterprise companies (DBEs) as set forth in their awarded bid on the subject contract.  Contractor paid the full amounts listed on their 9-F to the DBEs set forth in Contractor's awarded bid, without reduction or offset.</p>							
(21) Prime Contractor/Consultant Manager's Name (Print)			(22) Business Phone Number			(23) Date	
(24) COPY DISTRIBUTION: Original - Prime Contractor/Consultant, Copy - E-mail: <a href="mailto:Business.Support.Unit@dot.ca.gov">Business.Support.Unit@dot.ca.gov</a> ; Copy: Local Administering Agency							

**Exhibit 9-F Instructions****I. Purpose:**

Title 49 of the Code of Federal Regulations (CFR), Part 26.37(c) requires recipients of federal-aid funding to “provide a running tally of actual attainments, including a means of comparing these attainments to commitments.” This requirement does not apply to projects that do not have any federal funding.

**II. Policy:**

- A. To comply with 49 CFR 26.37(c), the prime contractors/consultants must complete Exhibit 9-F Disadvantaged Business Enterprise Running Tally of Payments and email it to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) and their local administering agencies after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10<sup>th</sup> of the following month. Submission of this Exhibit is required until all DBE subcontracting or material supply activity on the entire project is completed.
- B. Save this form using the following naming convention: [9-digit Federal Aid number]-[yyyymm]-[ss].xlsx. [yyyymm] is the reporting period, [ss] is the two-digit sequential number, applicable when consultant or contractor has more than one 9-F form to complete per pay period. For example, a valid saved file could read: 1234(567)-202207-01.xlsx.

**III. Instructions:**

1. **Reporting Period (mm-yyyy).** Indicate the month and year of payments being reported.
  2. **Federal Aid Project Number.** Enter the 7-digit federal-aid project number of the lead project on the contract. E.g., 6002(123) is a valid Federal Aid Project Number.
  3. **Caltrans District.** Enter the appropriate Caltrans District Number as 1 through 12.
  4. **Local Agency.** List the local agency's name.
  5. **Contract Number.** List the local agency assigned contract agreement number.
  6. **Total Contract Award Amount (\$).** Enter the total current contract award amount of the project.
  7. **DBE Goal Percentage (%).** Enter the contract DBE goal percentage as it appears on the project advertisement.
  8. **DBE Committed Percentage (%).** Enter percentage of the Prime contract committed to DBE firms.
  9. **Business Name.** List the name of the prime contractor/consultant.
  10. **Amount Prime's Invoice This Period (\$).** Enter the total invoice amount that prime submitted for reimbursement this period.
  11. **Amount Paid to Prime to Date (\$).** Enter the total payment that is paid to the Prime to date.
  12. **Prime Certified DBE.** Enter “Yes” if Prime Contractor/Consultant is a certified DBE and “no” otherwise. DBE Prime contractor needs to fill in from procedure (14) to (21) for payments to DBE subcontractor and DBE Prime's self-performance.
- Note: For Procedures (14) through (21) below, insert rows as needed to list all DBEs included on Exhibits 10-O2 or 15-G, and any other DBEs that were utilized regardless of tier.
13. **DBE Firm Name.** List the DBE's firm name.
  14. **DBE Cert. Number.** List the DBE's certification number as listed in the California Unified Certification Program (CUCP) database.
  15. **Contract Type.** Select the most appropriate subcontractor contract type (Agent, Consultant, Joint Venture, Manufacturer, Prime, Regular Dealer, Subcontractor, Truck/Haul, Service Provider) from dropdown list.
  16. **Date of Payment.** List current check date when a check is issued to the DBE for work performed by the DBE.
  17. **Amount of This Payment.** List the total amount paid to the DBE this period.
  18. **Amount Paid to Date.** List the total amount paid to this DBE to date. This should be a total of past payments plus payment for the current work just invoiced to the Local Agency.
  19. **Amount Committed to this DBE Firm.** Copy the information from the agency signed Exhibit 10-O2 or 15-G. If the listed DBE was not originally committed to, type “0.”
  20. **Comments.** Add appropriate notes if a DBE subcontract was terminated, a DBE subcontract was added, if change orders impacted the DBE's payments (include good faith efforts the prime contractor/consultant implemented), if task orders were not issued, etc.
  21. **Prime Contractor/Consultant Manager's Name.** Enter the manager's name of the prime contractor/consultant of the project.
  22. **Business Phone Number.** Enter the manager's business phone number of the prime contractor/consultant.
  23. **Date.** Provide the date this form was prepared.
  24. **Copy Distribution.** The prime contractor/consultant will need to maintain a copy with the contract file (electronic and/or paper). The prime contractor/consultant will need to email this form as provided in Section II. Policy, Paragraph A (above). Local agency will need to keep a copy with the contract file.

State of California-Department of Transportation

**EXHIBIT 16-Z1 MONTHLY DBE TRUCKING VERIFICATION**

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

Prime Contractor	Business Address	Business Phone No.
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\*Upon Request, all Lease Agreements shall be made available, in accordance with the Special Provisions.

**I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

Contractor Representative Signature	Title	Date
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**MONTHLY DBE TRUCKING VERIFICATION**

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

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

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

Payment information is derived using the following:

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

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

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

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

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

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

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

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

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

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Acceptance Date** - Enter the date the contract was accepted by the Local Agency.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward the DBE goal. If the materials or supplies are purchased from a DBE regular dealer/supplier, count 60% of the cost of the materials or supplies toward the DBE goal. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

### EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. DBE Contact Information	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/Decertification Date (Letter Attached)	13. Comments		

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>					
14. Contractor/Consultant Representative's Signature		15. Contractor/Consultant Representative's Name		16. Phone	17. Date
<b>I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED</b>					
18. Local Agency Representative's Signature		19. Local Agency Representative's Name		20. Phone	21. Date

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

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

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)  
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE) or the date of the Certification Certificate mailed out by OBE.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

# **APPENDIX 1**

## **METROLINK**

## TEMPORARY RIGHT-OF-ENTRY AGREEMENT

### SCRRA FORM NO. 6

SCRRA File No.	
SCRRA Project/Task No.	
Subdivision	
Mile Post	

This Temporary Right-of-Entry Agreement ("Agreement") is between the Southern California Regional Rail Authority (hereinafter referred to as "SCRRA") and \_\_\_\_\_ (hereinafter referred to as "Contractor"). This Agreement is for entry upon, over and under SCRRA and Member Agency Right-of-Way ("Right-of-Way") at or near \_\_\_\_\_ in the City of \_\_\_\_\_ or in the Unincorporated County of \_\_\_\_\_ (as such location is more specifically identified above) for the purpose of \_\_\_\_\_ (as shown on attached drawings).

#### 1. **Definitions**

- A. Contractor is an individual, firm, partnership or corporation or combination thereof, private, municipal or public, including joint ventures, which are referred to throughout this document by singular number and masculine gender. For purposes of this agreement, Contractor also includes any subcontractor, supplier, agent or other individual entering the Right-of-Way during performance of work.
- B. Indemnitees are SCRRA, Member Agencies and Operating Railroad and their respective officers, commissioners, employees, agents, successors and assigns.
- C. Operating Railroad is/are any specific passenger or freight-related railroad company(s) validly operating on SCRRA and Member Agency track(s). Operating Railroads are any combination(s) of the SCRRA (METROLINK), the National Railroad Passenger Corporation (AMTRAK), the Union Pacific Railroad Company (UPRR) and the BNSF Railway Company.
- D. Right-of-Way is defined herein to mean the real and/or personal property of SCRRA and/or Member Agencies.
- E. SCRRA is a five-county joint powers authority, created pursuant to State of California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build and operate the "Metrolink" commuter train system in the five-county area on rail rights-of-ways owned by the Member Agencies. The five-county Member Agencies ("Member Agency") are comprised of the following: Los Angeles County Metropolitan Transportation Authority (MTA), Ventura County Transportation Commission (VCTC), Orange County Transportation Authority (OCTA), San Bernardino County Transportation Authority (SBCTA), and Riverside County Transportation Commission (RCTC).
- F. SCRRA Roadway Worker In-Charge (RWIC) is a Southern California Regional Rail Authority employee or contractor (SCRRA General Code of Operating Rules and Territory Qualified) providing warning to Public Agency or Contractor personnel of approaching trains or on track

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equipment and who has the authority to halt work and to remove personnel from the Right-of-Way to assure safe work

- G. SCRRA Safety Trainer is a qualified SCRRA employee or contracted employee (SCRRA General Code of Operating Rules qualified) as authorized by the SCRRA Chief Operating Officer to provide Contractor training.

## 2. **References**

When working on the Right-of-Way, the Contractor must comply with the rules and regulations contained in the current editions of the following documents which are "references" incorporated in this document as if they were set out in full in this paragraph. The Contractor, by its signature on this Agreement, acknowledges receipt of these documents and agrees to abide by said rules and regulations at all times when on the Right-of-Way. The documents are available on SCRRA's website at [www.metrolinktrains.com](http://www.metrolinktrains.com) (About, Engineering and Construction)

- A. Rules and Requirements for Construction on SCRRA Property, SCRRA Form No. 37.
- B. General Safety Regulations for Third Party Construction and Utility Workers on SCRRA Property.
- C. SCRRA SOP 2000.52 Roadway Worker Protection Program (RWPP)
- D. (RWPSM) Roadway Worker Protection Safety Manual
- E. (OTSMRW) On-Track Safety Manual for Roadway Workers
- F. SCRRA Risk Analysis Form SS 01-24-2020

## 3. **Entry onto Right-of-Way**

As part of the Form 6 application and throughout the approved duration of this Agreement, the contractor must submit for approval and maintain a Site Access Control Plan, making revisions as necessary when work locations change, defining:

- A. Approved and controlled access points onto the railroad Right-of-Way for purposes of construction activities and the approved access routes within the right of way
- B. The control methods in place at these access points to ensure material and equipment deliveries are recorded upon entry and exit and vehicles are safely managed through site to work locations
- C. Any temporary construction crossings as agreed in advance with SCRRA and in compliance with SCRRA Standard ES 4302

The contractor shall additionally submit and maintain a hierarchy table for the senior supervision and key staff on site who are responsible for the control of site safety and operations, stating names, positions and emergency contact phone numbers

No verbal approvals will be granted. The Contractor shall not enter onto the Right-of-Way unless Contractor has arranged for SCRRA safety training as well as protective services (RWIC and/or other protective services to be determined by SCRRA) and has paid all charges and fees. A fully executed copy of this Form 6 must be in the possession of the contractor at the job site and must be produced by Contractor upon request by SCRRA, a law enforcement officer or Member Agency's representative. If said Agreement is not produced, SCRRA has the right to suspend work in the Right-of-Way until Contractor demonstrates possession of Agreement at the job site.

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In accordance with all SCRRA Rules and Regulations for work upon the Right-of-Way, prior to any work shift commencing, all contractor's and sub-contractors' representatives shall first undertake:

- A. A safety and work briefing with their supervisor to address the tasks and appropriate safety precautions for the work that they will be performing
- B. A railroad operational safety briefing with the RWIC appointed to oversee their workgroup at which they will complete a SCRRA Job Safety Briefing Form, SCRRA Risk Analysis Form SS 01-24-2020 and sign-in upon the RWIC's briefing form to acknowledge that they have received and understood the railroad safety briefing, they are aware of their method of protection from railroad operations and that they will comply with the RWIC's instructions.

At any time that a worker leaves the work group with which they have been briefed, to join another work group or to leave site, they must sign-out with the RWIC. At any time that a worker returns to site or joins another work group they must brief with the RWIC overseeing the new work group prior to commencing work, or re-brief with the RWIC overseeing their original work group if rejoining that group.

NOTE: IT IS IMPERATIVE THAT ALL CONTRACTOR'S AND SUBCONTRACTORS' MANAGEMENT REPRESENTATIVES UPHOLD THE REQUIREMENTS FOR THE JOB BRIEFINGS AND RISK ASSESSMENT ENSURING THAT ALL WORKERS COMPLY. FAILURE TO DO SO WILL RESULT IN REFUSAL TO ACCESS TO THE RIGHT-OF-WAY FOR THAT WORKER AND POTENTIALLY REMOVAL OF RWP CERTIFICATION ALLOWING WORK UPON THE SCRRA OPERATED RAILROAD.

BY SIGNATURE ON PAGE 10 OF THIS AGREEMENT, THE PRIME CONTRACTOR'S CONTRACT/CONSTRUCTION MANAGER OR EQUIVALENT CONFIRMS THEIR UNDERSTANDING OF THIS REQUIREMENT AND THEIR COMMITMENT TO ENSURING COMPLIANCE FOR THEIR ENTIRE WORKFORCE (CONTRACTORS AND SUB-CONTRACTORS' REPRESENTATIVES).

## 4. **Termination of Agreement**

SCRRA or Member Agency reserves the right to terminate or revoke this temporary Agreement at any time upon two hours notice; however, in the event of an unsafe condition on the Right-of-Way, SCRRA shall have the right to terminate this Agreement immediately, without any advanced notice. Unless subsequently modified, extended, terminated or revoked by SCRRA, this temporary Agreement shall extend until access to the Right-of-Way is no longer necessary. In any event, however, the Agreement shall be automatically terminated if or when the insurance that the Contractor is required to maintain hereunder lapses or expires. The Contractor agrees to return the Right-of-Way to a condition substantially the same as before work, including replacement, repair, or reinstallation of railroad signs and property. Railroad signs include but are not limited to "No Trespassing", "Speed Limit", "Milepost", "Whistle", "Station Stop" and "Fiber Optics". The Contractor agrees to notify SCRRA, in writing and orally, when use of the Right-of-Way or work is completed. The Contractor shall also complete and return the Confirmation of Completion form. Under no circumstances shall the temporary right of entry provided for under this Agreement be construed as granting to the Contractor or its Subcontractors and agents any right, title or interest of any kind or character in, on or about any Right-of-Way

At the request of SCRRA or Member Agency, Contractor shall remove from the Right-of-Way any employee or other individual who has not completed safety training or otherwise fails to conform to the instructions of SCRRA's or Member Agency's representative in connection with work on the Right-of-Way. Any right of Contractor to enter upon the Right-of-Way shall be suspended until such request of SCRRA or Member Agency is met. Contractor shall defend, indemnify and hold harmless SCRRA and Member Agency against any claim arising from the removal of any such employee or other individual from the Right-of-Way.

## 5. Indemnification

Contractor, on behalf of itself and its employees, subcontractors, agents, successors and assigns, agrees to indemnify, defend, by counsel satisfactory to SCRRRA and Member Agency, and hold harmless "Indemnitees", and each of them to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including incidental consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, actual litigation expenses and experts' and actual attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions of the Contractor or its officers, directors, affiliates, subcontractors or agents or anyone directly or indirectly employed by them or for whose acts the foregoing persons are liable (collectively, "Personnel") in connection with or arising from the presence upon or performance of activities by the Contractor or its Personnel with respect to the Right-of-Way, (ii) bodily and/or personal injury or death of any person (including without limitation employees of Indemnitees) or damage to or loss of use of Right-of-Way resulting from such acts or omissions of the Contractor or its Personnel or (iii) non-performance or breach by Contractor or its Personnel of any term or condition of this Agreement, in each case whether occurring during the term of this Agreement or thereafter.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of Indemnitees, unless caused by the sole negligence or willful misconduct of Indemnitees and is in addition to any other rights or remedies, which Indemnitees may have under the law or under this Agreement.

Claims against the Indemnitees by the Contractor or its Personnel shall not limit the Contractor's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

The provisions of this section shall survive the termination or expiration of this Agreement.

## 6. Assumption of Liability

To the maximum extent allowed by law, the Contractor releases Indemnitees from and assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Right-of-Way and any other property of or under the control or custody of, the Contractor or its personnel in connection with any acts undertaken under or in connection with this Agreement. The Contractor's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvements (including easement, lease or license agreements for other existing improvements and utilities) on the Right-of-Way, accident or fire or other casualty on the Right-of-Way or electrical discharge, noise or vibration resulting from SCRRRA, Member Agency and Operating Railroad transit operations on or near the Right-of-Way and any other persons or companies employed, retained or engaged by SCRRRA or Member Agency. The Contractor, on behalf of itself and its Personnel (as defined in Section 5, "Indemnification") as a material part of the consideration for this Agreement, hereby waives all claims and demands against the Indemnitees for any such loss, damage or injury of the Contractor and/or its Personnel. The Contractor waives the benefit of California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The provisions of this Section shall survive the termination or expiration of this Agreement.

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## 7. Insurance

The Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect during the term of this Agreement insurance as required by SCRRA or Member Agency in the amounts, coverage, and terms and conditions specified, and issued by insurance companies as described on Exhibit "A". SCRRA or Member Agency reserve the right, throughout the term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement. Prior to entering the Right-of-Way or performing any work or maintenance on the Right-of-Way, the Contractor shall furnish SCRRA with insurance endorsements or certificates in the form of Exhibit "B", evidencing the existence, amounts and coverage of the insurance and signed by a person authorized by the insurer to bind coverage on its behalf. In most instances, SCRRA and Member Agency do not allow self-insurance; however, if the Contractor can demonstrate assets and retention funds meeting SCRRA and Member Agency self-insurance requirements, SCRRA and Member Agency may in SCRRA's sole and absolute discretion permit the Contractor to self-insure. The right to self-insure with respect to any coverage required hereunder may be granted or revoked at the sole and absolute discretion of SCRRA or any Member Agency. SCRRA or Member Agency shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by the Contractor under this Agreement. Contractor affirms that all subcontractors covered by this Agreement are insured to the same limits required of the Contractor or included in Contractor's policy.

Prior to the expiration of any policy, the Contractor shall furnish SCRRA with certificates of renewal or "binders" thereof. Each certificate shall expressly state that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) days prior written notice to SCRRA and Member Agency.

## 8. No Assignment

The Contractor shall not assign this Agreement or any right hereunder without SCRRA's and Member Agency's prior written consent.

## 9. Compliance by Contractor

The Contractor shall take all steps necessary to assure that its subcontractors comply with the terms and conditions of this Agreement and applicable laws and regulations. The Contractor shall assure that no lien is placed against the Right-of-Way arising from performance of work hereunder by Contractor or any subcontractor, and in the event of such a lien, Contractor shall immediately remove or cause to be removed such lien.

## 10. Safety and Protective/Flagging Services Notification

The Contractor and his subcontractors shall be required to attend a SCRRA Basic Right-of-Way Safety Training Class prior to receiving permission to enter the Right-of-Way. Upon completion of safety training and prior to start of work activities, the Contractor shall notify SCRRA's consultant/contractor, to schedule (EIC) Flagging Services. SCRRA has two contractors who provided SCRRA Basic Right-of-way Safety Training and (EIC) Flagging Services, based on Subdivisions.

**JACOBS ENGINEERING Provides Safety Training and (EIC) Flagging for the following Subdivisions:**

Orange

Olive

San Gabriel (this includes the Redlands branch)

Perris Valley Line (including the Riverside layover if necessary)

Pasadena

Rialto

Shortway

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To schedule Safety Training call Mr. Trevor Williams with Jacobs Engineering at (714) 659-1141. Request safety training at least 72 hours in advance of requested training date. To schedule (EIC) Flagging please reach out to Mr. Justin Duke with Jacobs Engineering at (714) 559-0968 a minimum of fifteen (15) working days prior to beginning work on the Right-of-Way and secure any safety EIC services SCRRA deems necessary. This prior notification does not guarantee the availability of on-track safety protection for the proposed date of work. In no event shall SCRRA be liable to Contractor in the event that track safety protection cannot be provided due to force majeure event or for any other reason. SCRRA will advise Contractor as soon as reasonably practicable once it is determined that track safety protection will be unavailable on a proposed date of construction.

## **RAILPROS Provides Safety Training and (EIC) Flagging for the following Subdivisions:**

**Montalvo  
Ventura  
Valley  
River**

To schedule Safety Training call Mr. Chris Nunez with Railpros Engineering at (909) 816-0852. Request safety training at least 72 hours in advance of requested training date. To schedule (EIC) Flagging please reach out to Mr. Darrin Pock with Railpros Engineering at (909) 706-5280 a minimum of fifteen (15) working days prior to beginning work on the Right-of-Way and secure any safety EIC services SCRRA deems necessary. This prior notification does not guarantee the availability of on-track safety protection for the proposed date of work. In no event shall SCRRA be liable to Contractor in the event that track safety protection cannot be provided due to force majeure event or for any other reason. SCRRA will advise Contractor as soon as reasonably practicable once it is determined that track safety protection will be unavailable on a proposed date of construction.

### 11. **SCRRA Safety and Protective Services**

The Contractor must request and arrange for on-track safety protection satisfactory to SCRRA in the following circumstances:

- A. When the Contractor's work activities are within the right-of-way of SCRRA.
- B. When the Contractor's work activities are located over or under a track or tracks.
- C. When cranes, pile drivers, drill rigs, concrete pumps, or similar equipment positioned outside of the right-of-way could foul the track in the event of tip-over or other catastrophic occurrence.
- D. When in the opinion of the SCRRA it is necessary to safeguard the employees, trains, engines and facilities of SCRRA.
- E. When any excavation is performed below the elevation of the track sub-grade, or track or other railroad facilities may be subject to movement or settlement.
- F. When work in any way interferes with the safe operation of trains at timetable speeds.
- G. When any hazard is presented to railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- H. When clearing, grubbing, grading, or blasting is in proximity to the right-of-way which, in the opinion of SCRRA or representative of an SCRRA Member Agency, may endanger the right-of-way or operations.
- I. When street work and maintenance activities, located within the right-of-way or in the vicinity of the highway-rail grade crossing, requiring temporary work area traffic control, which may affect or create unsafe conditions for employees, public, trains and vehicles.

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The Contractor, and his subcontractors, shall complete SCRRA's Safety Orientation Class, as instructed in Item 10. Upon completion individuals will receive a safety sticker which shall be adhered to their hardhat while working on railroad Right-of-Way as proof of completion of safety training.

## **12. Underground Utilities**

Signal, communication, fiber-optic, petroleum, natural gas, electric power and other utilities are present in SCRRA right-of-way. The Contractor shall contact the Southern California Underground Service Alert (DigAlert) at 811 to locate underground utilities. SCRRA is not a member of DigAlert. The Contractor shall call SCRRA at (909) 592-1346 a minimum of five days prior to beginning work to mark SCRRA's signal and communication cables and conduits.

Delays and disruptions to service may cause business interruptions involving loss of revenue and profits, danger to train operations, and release of potentially hazardous or flammable compounds.

## **13. Reimbursement of Costs and Expenditures**

The Contractor agrees to reimburse SCRRA or any Member Agency and/or any Operating Railroad for all cost and expense incurred by SCRRA or Member Agency in connection with work and safety services, including without limitation the expense of engineering plan review, administrative costs to process approvals and agreements, annual overhead rates, safety training, utility markings, and SCRRA EIC and protective services as SCRRA deems necessary. Contractor agrees to reimburse SCRRA for all work related services including but not limited to installation and removal of falsework beneath tracks, restoration of railroad roadbed and tracks, installation of appropriate protective devices, temporary and permanent repairs of signal or communication equipment, restoration of the Right-of-Way to a condition satisfactory to SCRRA's and Member Agency's representative.

The Contractor agrees to reimburse SCRRA or any Member Agency actual cost and expense incurred. This includes cost of plan review, administrative, safety training, utility marking, flagging services fees, and work performed in connection with said work, including applicable overhead rates. Refer to SCRRA's Schedule of Fees for more information. SCRRA will charge the Contractor four hours minimum for the mandatory safety training class and for other services four hours or less in duration. SCRRA will charge the Contractor for eight hours minimum if the Contractor cancels SCRRA services after SCRRA EIC or SCRRA Safety Training Officer is on site on the day of the appointment.

The Contractor also agrees to reimburse SCRRA, any Member Agency and/or any Operating Railroad for any and all cost and expense incurred as a result of Contractor's work which may result in (i) unscheduled delay to the trains or interference in any manner with the operation of trains, (ii) unscheduled disruption to normal train operation, (iii) unreasonable inconvenience to the public or private user of the system, (iv) loss of revenue and (v) alternative method of transportation for passengers. SCRRA will submit final bills to the Contractor for cost incurred.

SCRRA will provide the cost of all SCRRA services based on Contractor's input. Prior to commencement of work, the Contractor shall provide deposit representing the estimated expense to be incurred by SCRRA and Member Agency in connection with said work. As the work progresses, SCRRA may require additional progress payments as the scope of work changes or becomes clearer. SCRRA may discontinue services to Contractor pending receipt of progress payments. The deposit and progress payments shall be applied to SCRRA's and Member Agency's actual costs and expenditures. The Contractor shall be responsible to pay any amount exceeding the above payments upon receipt of notice or invoice by SCRRA. SCRRA shall exercise its best efforts to provide final invoicing to Contractor within 90 days following completion of the work; however, Contractor acknowledges that it shall be responsible for payment of all expenses incurred by SCRRA and Member Agency in connection with the work even if the final invoicing is provided to Contractor thereafter. Upon completion of all work, any payments in excess of SCRRA's and Member Agency's costs and expenditures shall be returned to the Contractor within a reasonable time.

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If the Contractor stop the work in the right-of-way for three months or longer and then plans to resume the work, he/she shall notify SCRRA as per contact information shown in Section 18 prior to resumption of the work.

14. **Temporary Traffic Control**

Temporary traffic control shall be used when a maintenance or construction activity is located on the Right-of-Way or when the activity is located in the vicinity of a highway-rail grade crossing, which could result in queuing of vehicles across the railroad tracks. Temporary traffic control will comply with the current editions of the CA MUTCD, WATCH and SCRRA Engineering Standard ES4301. Refer to SCRRA's "Temporary Traffic Control Guidelines" for further information on definitions, referenced standards, traffic control plans, submittals, traffic control elements and responsibility/authority for temporary traffic control at highway-rail grade crossings. The guidelines provide acceptable alternatives and procedures, which prescribe appropriate temporary traffic control measures at highway-rail grade crossings. The Contractor must place flagmen in the direction of the flow of traffic for each lane to assure that there is no queuing of traffic over the crossing. If after moving your work area away from the railroad right of way and queuing of traffic persists, flagmen must be reinstated at the crossing to control vehicular traffic over the crossing.

15. **Environmental Health and Safety Plan**

Contractor shall immediately notify SCRRA and the appropriate regulatory agency (ies) of any spill, release, discharge or discovery of any hazardous material or contaminants in, on or under the Right-of-Way. After providing such notice to SCRRA and the appropriate regulatory agency (ies), any contaminated soils or hazardous materials which are spilled, released, discharged or discovered by the Contractor, shall be promptly removed and disposed of by Contractor in accordance with all the applicable laws at Contractor's sole cost and expense. To the extent preexisting contamination or hazardous material, which was not caused or contributed to by Contractor, is discovered or unearthed by Contractor, Contractor shall only be obligated by this provision to removing and disposing of that portion of the contaminated soils or hazardous materials that are unearthed or otherwise disturbed during Contractor's operations. Prior to entry onto the Right-of-Way, Contractor (s) performing trenching, excavations or soil borings may be required by SCRRA to submit a "Hazardous Materials Work Plan." If required, said plan shall include Contractor's site-specific health and safety plan and any other information that SCRRA may require. Contractor shall ensure that all documentation for transportation or disposal of contaminated soils of hazardous materials is prepared in the Contractor's name only and that neither SCRRA nor Member Agency shall have any responsibility or liability therefor. Contractor shall defend and indemnify SCRRA for any spill, release or discharge of contaminants or hazardous materials by Contractor in connection with activities hereunder in accordance with Section 5 Indemnification.

16. **Warranty for Plan Review**

Review and or approval of the plans and calculations by SCRRA shall not relieve the Contractor of responsibility for full compliance with contract requirements, correctness of design drawings and details, proper fabrication and construction techniques and coordination with other government and private permitting agencies, nor shall such review or approval by SCRRA in any way relieve Contractor from, or otherwise modify, Contractors' indemnity obligations (Section 5) or assumption of liability obligations (Section 6). Execution of this right of entry does not imply design warranty or responsible charge on the part of SCRRA engineering employees. The parties expressly agree that SCRRA makes no warranty of any kind and assumes no responsibility therefor.

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## 17. Emergency Telephone Numbers

The Contractor must immediately contact SCRRA in case of accidents, personal injury, defect in track, bridge or signals or any unusual condition that may affect the safe operation of the railroads. The following are SCRRA's emergency numbers:

<b>Signal Emergencies and Grade Crossing Problems</b>	<b>(888) 446-9721</b>
<b>Metrolink Chief Dispatcher</b>	<b>(909) 596-3584 or (888) 446-9715</b>
<b>Metrolink Sheriff's Dispatch Center</b>	<b>(323) 563-5280</b>
<b>Signal and Communications Cable Location</b>	<b>(909) 592-1346</b>

## 18. Notices

Except as otherwise provided in this agreement, all notices, statements, demands, approvals or other communications to be given under or pursuant to this agreement will be in writing, addressed to the parties at their respective addresses as provided below and will be delivered in person or by certified or registered mail, postage paid or by telegraph or cable, charges pre-paid.

**SCRRA:** Southern California Regional Rail Authority (SCRRA)  
2700 Melbourne Ave  
Pomona, CA 91767  
Attn: Eric Reese- ROW Crossings Coordinator  
E-mail: rightofentry@scrra.net  
Office Number: (909) 667-8108

**Contractor:** Contractor's address is shown on the next page.

## 19. California Law/Venue

This agreement shall be construed and interpreted in accordance with and governed by the laws of the State of California. Venue shall be located in courts in Los Angeles County.

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The Contractor hereby agrees to the terms as set forth in this Agreement and hereby acknowledges receipt of this Agreement and of the insurance certificate forms (Exhibits A & B) herein provided.

_____ (Name of Contractor)	_____ (Signature – Construction/Contract Manager or equivalent))
_____ (Address)	_____ (Print Name)
_____ (Telephone)	_____ (Title)
_____ (Fax)	_____ (Contractor's State License No.)
	_____ (Email)

Receipt of the foregoing agreement and certificated of insurance furnished by the Contractor are hereby acknowledged on this \_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

## SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By: \_\_\_\_\_  
ROW Encroachments Coordinator

By: \_\_\_\_\_  
Assistant Director, Track & Structures Maintenance

**[Approved as To Form by Legal Counsel]**

## EXHIBIT "A" INSURANCE REQUIREMENTS FOR RIGHT OF ENTRY AGREEMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to Right-of-Way, which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors.

### 1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- ☒ Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ☒ Insurance Services Office form No. CA 0001 (Ed. 1/87) covering Auto. Liability, code 1(any auto).
- ☒ Worker's Compensation insurance as required by the State of CA. & Employer's Liability Insurance.
- ☐ Course of Construction insurance form providing coverage for "all risks" of loss.
- ☐ Property insurance against all risks of loss to any tenant improvements or betterment.
- ☐ Contractor's Pollution Liability

### 2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- ☒ General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and Property damage.
- ☒ If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☒ Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- ☒ Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- ☐ Course of Construction: Completed value of the project.
- ☐ Property Insurance: Full replacement cost with no coinsurance penalty provision.
- ☐ Contractor's Pollution Liability: \$1,000,000 per occurrence/\$2,000,000 annual aggregate

### 3. Certificate Holder/Additional Insured

Certificate holder and/or insured will be the following:

Southern California Regional Rail Authority (SCRRA)

Additionally Insured will be the following:

Los Angeles County Metropolitan Trans. Auth. (MTA)  
Burlington Northern Santa Fe Corp. (BNSF)  
Orange County Transportation Authority (OCTA)  
Union Pacific Railroad Company (UPRR)  
Riverside County Transportation Commission (RCTC)  
National Railroad Passenger Corp. (AMTRAK)  
San Bernardino County Transportation Authority (SBCTA)  
Ventura County Transportation Commission (VCTC)

### 4. Railroad Protective Liability Insurance

- ☒ Railroad Protective Liability Insurance

The Contractor shall provide, with respect to the operations they or any of their subcontractors perform on the Right-of-Way, Railroad Protective Liability Insurance, AAR-AASHTO (ISO/RIMA) in the name of the SCRRA with additional insured specified in Section 3 above.

The policy shall have limits of liability of not less than **\$2 million per occurrence**, combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or

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damage to or destruction of Property, including the loss of use thereof. A **\$6 million annual aggregate** shall apply.

If coverage is provided on the London claims-made form, the following provisions shall apply:

- A. The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- B. Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- C. If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:

It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

For certain low-hazard activity, Contractor may request that the SCRRA and Member Agency waive the requirement to provide the Railroad Protective Liability Insurance. If the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the Contractor are explicitly notified that they are not permitted to have any contact with the track, the Railroad Protective Liability Insurance requirement may be waived by SCRRA's Manager Public Projects or his/her designated representative.

## 5. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by SCRRA and Member Agency. At the option of SCRRA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SCRRA and Member Agency, its officials and employees or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

## 6. **Other Insurance Provisions**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- A. SCRRA and Member Agency, its subsidiaries, officials and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to SCRRA and Member Agency, its subsidiaries, officials and employees.
- B. For any claims related to this work, the Contractor's insurance coverage shall be primary insurance as respects SCRRA and Member Agency, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SCRRA and Member Agency, its subsidiaries, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCRRA and Member Agency, its subsidiaries, officials and employees.
- D. The Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SCRRA

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and/or Member Agency.

Course of Construction policies shall contain the following provisions:

- A. SCRRA and Member Agency shall be named as loss payee.
- B. The insurer shall waive all rights subrogation against SCRRA and Member Agency.

7. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SCRRA and Member Agency.

8. **Verification of Coverage**

Contractor shall furnish SCRRA with original endorsements evidencing coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by SCRRA. All endorsements are to be received and approved by SCRRA before work commences. As an alternative to SCRRA's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

9. **Subcontractors**

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

10. **Train Services**

The train traffic information is available on SCRRA's website at [www.metrolinktrains.com](http://www.metrolinktrains.com) (About Us, Engineering and Construction, Right of Way Encroachment). The following is the direct link to the page: <https://metrolinktrains.com/about/agency/right-of-way/>

11. **Submittal**

The original insurance policy (s) shall be submitted to:

Southern California Regional Rail Authority (SCRRA)  
2700 Melbourne Ave  
Pomona, CA 91767  
Attn: Eric Reese- ROW Crossings Coordinator  
E-mail: [rightofentry@scrra.net](mailto:rightofentry@scrra.net)  
Office Number: (909) 667-8108

## EXHIBIT "B" RAILROAD PROTECTIVE LIABILITY POLICY DECLARATION

<b>POLICY</b> Insurance Company: _____ Policy Number: _____ Policy Period: _____ From: _____ To: _____ SCRRA Project #: _____ 12:01am Standard time at location			
<b>CERTIFICATE HOLDER AND ADDITIONALLY INSURED</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>Certificate Holder/Insured:</b>            Southern California Regional Rail Authority (SCRRA)            2700 Melbourne Ave, Pomona, CA 91767         </div> <div style="width: 45%;"> <b>Additionally Insured:</b>  <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;">             Los Angeles County Metropolitan Transportation Authority (MTA)              Orange County Transportation Authority (OCTA)              Riverside County Transportation Commission (RCTC)              San Bernardino County Transportation Authority (SBCTA)              Ventura County Transportation Commission (VCTC)           </div> <div style="width: 48%;">             Burlington Northern Santa Fe Corporation (BNSF)              Union Pacific Railroad Company (UPRR)              National Railroad Passenger Corp. (AMTRAK)           </div> </div> </div> </div>			
<b>LIMITS OF INSURANCE</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           Aggregate Limit      \$6,000,000         </div> <div style="width: 45%;">           Each Occurrence Limit      \$2,000,000         </div> </div>			
<b>DESCRIPTION OF WORK AND JOB LOCATION(S)</b>			
<b>NAME AND ADDRESS OF DESIGNATED CONTRACTOR</b>			
<b>NAME AND ADDRESS OF INVOLVED GOVERNMENT AUTHORITY OR OTHER CONTRACTING PARTY</b>			
<b>PREMIUM</b> Contract Cost      _____ Premium Base      _____      Rate per 1,000 of      _____      Advance Premium      _____			
<b>FORM OF ENDORSEMENT</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 50%;"><u>Title</u></div> <div style="width: 50%;"><u>Number</u></div> </div>			
<b>COUNTERSIGNATURE</b>  <div style="display: flex; justify-content: space-between;"> <div style="width: 50%;">           Countersigned by      _____            (Authorized Representative)         </div> <div style="width: 50%;">           Date      _____         </div> </div>			

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**EXHIBIT "B"**

<b>CERTIFICATE OF INSURANCE</b> Southern California Regional Rail Authority (SCRRA)				ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THIS COVERAGE AFFORDED BY THE POLICY BELOW.			
INSURED		<b>COMPANIES AFFORDING COVERAGE</b> COMPANY <b>A</b> LETTER COMPANY <b>B</b> LETTER COMPANY <b>C</b> LETTER COMPANY <b>D</b> LETTER COMPANY <b>E</b> LETTER			
<b>COVERAGES</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER _____				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXPENSE \$ (Any one person)
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$  BODILY INJURY \$ (Per person)  BODILY INJURY \$ (Per accident)  PROPERTY DAMAGE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$  AGGREGATE \$
	<b>PROPERTY INSURANCE</b> <input type="checkbox"/> COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE \$
	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>				STATUARY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</b>					
<b>THE FOLLOWING PROVISIONS APPLY:</b> 1. None of the above-described policies will be canceled, limited in scope of coverage or nonrenewed until after 30 days' written notice has been given to SCRRA at the address indicated below. 2. As respects operations of the named insured performed on behalf of SCRRA, the following are added as additional insured on all liability insurance policies listed above: SCRRA, its Member Agencies, Operating Railroads, its subsidiaries, officials and employees. 3. It is agreed that any insurance of self-insurance maintained by SCRRA will apply in excess of and not contribute with, the insurance described above. 4. SCRRA is named a loss payee on the property insurance policies described above, if any. 5. All rights of subrogation under the property insurance policy listed above have been waived against SCRRA. 6. Any failure by the insured to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCRRA, its Member Agencies, its subsidiaries, officials and employees. 7. The worker's compensation insurer named above, if any, agrees to waive all rights of subrogation against SCRRA for injuries to employees of the insured resulting from work for SCRRA or use of Member Agencies premises or facilities.					
<b>CERTIFICATE HOLDER</b> Southern California Regional Rail Authority (SCRRA) 2558 Supply Street, Pomona, CA 91767  <b>ADDITIONAL INSURED</b> MTA, OCTA, RCTC, SBCTA, VCTC, BNSF, UPRR, AMTRAK				<b>AUTHORIZED REPRESENTATIVE</b>  SIGNATURE _____ TITLE _____ PHONE NO. _____	



**SITE SPECIFIC WORK PLAN (SSWP)**  
**SCOPE OF SSWP**

*All SSWPs shall be submitted in writing a minimum of 15 calendar days prior to the scheduled start of work within the SCRRA right-of-way. SCRRA will require a SSWP for all proposed work in or adjacent to SCRRA right-of-way that affects the operation and safety of Metrolink passengers and trains. Provide detailed information on each task for SCRRA review and approval. A SSWP Checklist shall be submitted to SCRRA.*

<b>TASK</b>	<b>DESCRIPTION</b>
Contractor	Provide the name and address of the contractor.
Scope	Provide a brief description of the work. Description shall include all activities necessary to perform construction task within SCRRA right-of-way, including use of grade crossings, main tracks, siding, stations, and proposed storage area.
Brief Schedule	List the project beginning and end dates, as well as time for the proposed activities.
Location	Identify the city, county, subdivision name, mile post limits, tracks, sidings of the proposed work activity.
Equipments	Identification of all equipment necessary for the successful completion of the work activities. All equipment shall be inspected, calibrated, and certified by the contractor for performing work in and around SCRRA right-of-way. Provide plan illustrating locations of equipment during build-up of equipment.
Material and Staging	Identify all materials required for the completion of the work activity. Identify the placement of all personnel and material to allow for schedule adherence. Identify proposed haul roads, methods of separating construction vehicles from railroad operations, truck staging locations. Provide crane capacity, locations and positions during hoisting.
Schedule	Detailed summary of the work activity. All work with a potential to impact normal functioning of any part of the operating system shall include a detailed schedule of events indicating the expected hourly progress of each activity that has duration of one hour or longer. The schedule shall include a time at which all activities planned will be completed. Failure of the contractor to complete the scheduled activities by the planned time or to put in place an approved contingency plan may adversely impact the operations of SCRRA.
Haul Routes	Identify the routes that will be used by the trucks to deliver materials. Contractor will communicate with sub-contractors the safety of the railroad and adherence to safety procedures while delivering materials to the right-of-way.
Safety Plan	Identification of proper personnel protective equipment (PPE) and work area. Provide plan for safety training, utility notifications, work windows, and measures to perform work activities to effectively reduce the amount of time and effort required during the approved work windows identified and submitted.
Contingency Plan	Include back-up or contingency plans for putting the system back in operation in case of emergency or in case the contractor fails to perform



	and complete the work on time. Contingency plan shall address the various stages of construction.
Worksite Representative	Names, title, phones (office and cellular), e-mail address and date and time of availability.
Emergency Response Plan	Written procedures for responding to emergencies (phones, contact numbers, addresses and maps) for incident, police, ambulance, fire and medical (hospitals). Provide First-aid kit and fire extinguisher at the field location. Name, title and phones (office and cellular) of all responsible persons who can be contacted for emergency.
Excavation Plan (If necessary)	Provide excavation support plans and calculations. Excavation plans shall meet Caltrans, OSHA, and SCRRRA requirements. Refer to SCRRRA's Excavation Support Guidelines.
Boring and Jacking Plan (If necessary)	Provide plans and profile of casing and carrier pipes. Provide details and calculations of boring and excavation. Soil boring data and analysis, track monitoring plans and pressure grouting plans shall be submitted. Refer to SCRRRA's Engineering Standard ES5001 or ES5002.
Drilling and Pile Driving Plan (If necessary)	Provide plans of pile layout and developed elevation of finished structures.
Falsework Plan (If necessary)	Provide falsework installation, stripping and lowering plans and calculations for review and approval.
Temporary Traffic Control Plan (If necessary)	Submit temporary traffic control plans for any traffic control affecting grade crossings and disrupting normal operation of grade crossing protection. Temporary Traffic control plans shall meet CA MUTCD, WATCH and SCRRRA requirements. Refer to SCRRRA Temporary Traffic Control Guidelines and SCRRRA Engineering Standard ES4301.



**SITE SPECIFIC WORK PLAN (SSWP)  
CHECKLIST**

ITEM	YES	NO	N/A	IF NO, EXPLAIN
<b>Equipment</b>				
All equipment necessary for the work is identified?				
Procedures for all equipments to be inspected, calibrated and certified established?				
<b>Material and Staging</b>				
Materials required for work identified?				
Personnel required for work identified?				
Plan illustrating locations of materials and equipment during build-up of equipment and prior to hoisting submitted?				
Plan illustrating crane capacity, locations and positions during hoisting submitted?				
<b>Schedule</b>				
A schedule of the work, showing each activity and where and how it affects normal operation submitted?				
Detailed schedule indicating the expected hourly progress of each activity that has duration of one hour or longer submitted?				
All SCRRA furnished services and time line identified on the schedule?				
<b>Haul Routes</b>				
Routes used by the trucks to deliver materials identified?				
Sub-contractors are communicated with haul routes, safety of the railroad and safety procedures while delivering materials to the right-of-way?				
Truck staging locations identified?				
<b>Safety Plan</b>				
Proper personnel protective equipment (PPE) identified?				
Safety training scheduled and completed?				
SCRRA signal and communication cables located? Ticket number obtained?				
DigAlert ticket number obtained for the project?				
Work windows are identified for the constructions?				
Measures to perform work activities to effectively reduce the amount of time and effort required during the approved work windows identified and submitted?				
Worksite hazards identified?				
<b>Contingency Plan</b>				
Back-up or contingency plan and necessary resources (labor, equipment, materials) to assure that all appropriate measures are available for the return to full service submitted?				
Contingency plan addresses the various stages of work?				
<b>Worksite Representatives</b>				
Name, title, phones (office and cellular), e-mail address,				



date and time of availability provided to SCRRA?				
<b>Emergency Response Plan</b>				
Written procedures for responding to emergencies for incident, police, ambulance, fire and medical (hospital) submitted?				
First-aid kit and fire extinguisher will be located at field location?				
Name, title and phones (office and cellular) of all responsible persons who can be contacted for emergency provided?				
<b>Excavation Plans (If necessary)</b>				
Limits of excavation with slope lines indicated?				
Excavation support plans including calculations submitted?				
Type and models of equipment proposed for use submitted?				
Operational limits of equipment (including swing radius or overhang distance submitted?				
Plan and elevation illustrating location of equipment with respect to track submitted?				
Stock pile areas?				
SCRRA Shoring Submittal Design Checklist as per SCRRA Excavation Support Guidelines, Appendix A submitted?				
SCRRA Shoring Submittal Review Checklist as per SCRRA Excavation Support Guidelines, Appendix B submitted?				
<b>Boring and Jacking Plans (If necessary)</b>				
Plan and profile of casing and carrier pipe submitted?				
Location and size of jacking and receiving pits shown?				
Engineering details and calculations submitted?				
Soil boring data and analysis submitted for pipes equal or greater than 48" in diameter?				
Track monitoring plans submitted for pipes equal or greater than 48" in diameter as per Section 9, Track Monitoring of SCRRA Excavation Support Guidelines?				
Boring, tunneling or jacking operation will be continuous without stoppage when the casing is 20 feet from the nearest track?				
Immediately after completion of jacking operation, the installation shall be pressure grouted?				
Boring and Jacking meet SCRRA Engineering Standard ES5001 or ES5002 requirements?				
<b>Drilling and Pile Driving Plans (If necessary)</b>				
Plan of pile layout and developed elevation of finished structure with intermediate excavation levels indicated?				
Type, model, location, operation limits of cranes submitted to SCRRA?				
Pick plan for hoisting of large or heavy materials submitted?				
<b>Falsework Plan (If necessary)</b>				
Plans of falsework and calculations submitted?				
Falsework erection plans submitted?				
Plans of stripping and lowering of falsework including schedule submitted?				



Methods of securing beams and stringers to bents submitted?				
SCRRA Falsework Submittal Checklist as per SCRRA Grade Separation Guidelines submitted?				
<b>Temporary Traffic Control Plans (If necessary)</b>				
Temporary traffic control plans submitted?				
Approval of Temporary traffic control plan obtained from local authority?				
Temporary traffic control plan meet CA MUTCD, WATCH and SCRRA requirements?				
Temporary traffic control plan meet SCRRA guidelines and Engineering Standard ES4301 requirements?				

# APPLICATION FOR RIGHT-OF-WAY ENCHROACHMENT

Application Date:

SCRRRA File Number:

SCRRRA Project Number:

## SECTION 1: PROJECT OWNER INFORMATION

TO BE COMPLETED BY APPLICANT

### Project Owner/Legal Company Identification (required)

Owner's Complete Legal Company Name:					
Legal Address (1):					
Legal Address (2):					
City:		State:		Zip:	
Business Type:	Corporation Municipality	Limited Liability Company Limited Liability Partnership	Partnership Joint Venture		
State of Incorporation:		Other Business Type - Describe:			

### Billing Address

Payment Type: Mail a Check    ACH Payment  
 (Check box if same as above); if not, please complete below.

Billing Address (1):					
Billing Address (2):					
City:		State:		Zip:	

### Project Owner Contact Information

Contact Name:		Contact Title:			
Office Phone:		Ext.:		Mobile Phone:	
Email:		Emergency Phone:			

## SECTION 2: PROJECT CONTACT INFORMATION

TO BE COMPLETED BY APPLICANT

Check here if address is the same as legal address above.

If not the same as above, check here if agreement should be mailed to this address.

### Project Engineer/Consultant/Agent Information

Engineer/Consultant/ Agent Company Name:					
Contact Name:					
Mailing Address:					
City:		State:		Zip:	
Office Phone:		Mobile Phone:			
Email:					

# Application for Right-of-Way Encroachment

May 20, 2022

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SECTION 3: PROJECT INFORMATION/LOCATION		TO BE COMPLETED BY APPLICANT
<b>Project Reference</b>		
Is the current work connected to an existing agreement, license, or easement between SCRRA, a Member Agency, or a prior Railroad		
Yes	Provide Agreement # or Title and Date:	
No		
Is this project related to another project or activity involving SCRRA or to which SCRRA is a party?		
Yes	Describe:	
No		
Provide utility owner project reference number:		
<b>Project Scope</b>		
Check box to indicate type of entry request:		
<b>General Access:</b> <input type="checkbox"/> Bridge Inspection (if checked, must include DOT Bridge Numbers) <input type="checkbox"/> Field Review of Proposed Improvements <input type="checkbox"/> Utility Location <input type="checkbox"/> Monitoring (Vibration, Structural, etc) <input type="checkbox"/> Construction Job Walk <input type="checkbox"/> Surveying <input type="checkbox"/> Film Shooting		
<b>Fiber Optic, Petroleum or Gas Pipeline Access or Investigation:</b> <input type="checkbox"/> Annual Maintenance Permit <input type="checkbox"/> Relocation of Existing Utility <input type="checkbox"/> Protection of Existing Utility <input type="checkbox"/> Potholing of Existing Utilities <input type="checkbox"/> Other		<b>Environmental Investigation:</b> <input type="checkbox"/> Groundwater Sampling <input type="checkbox"/> Sediment Sampling <input type="checkbox"/> Soil Sampling <input type="checkbox"/> Remediation <input type="checkbox"/> Monitoring Wells If state or Federal Site, provide Site #:
<b>Construction of New Pipeline or Underground Conduit (See Section 4)</b> <input type="checkbox"/> Construct Storm Drain or Sanitary Sewer <input type="checkbox"/> Construct Petroleum or Gas Pipeline <input type="checkbox"/> Construct New Fiber Optic Facilities <input type="checkbox"/> Construct New Underground Power Line <input type="checkbox"/> Construct Underground Cable not Otherwise Described Above <input type="checkbox"/> Other Pipeline or Underground Conduit		
<b>Railroad Operations:</b> How close will the proposed activity be to the nearest railroad track: Will the proposed activity require crossing railroad track(s): Yes Describe: No		

## May 20, 2022

# Application for Right-of-Way Encroachment

May 20, 2022

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## SECTION 4: UNDERGROUND STRUCTURE INFORMATION

TO BE COMPLETED BY APPLICANT

Carrier Pipe:      New Construction      Reconstruction  
Non-Flammable Substance:      (See SCRRRA Standard ES 5001)  
Flammable Substance:      (See SCRRRA Standard ES 5002)

Nearest Cross Streets:

Angle of Crossing with Track:

Pipe Slope or Gradient:

	Carrier Pipe	Casing Pipe
Content to be Handled:		
Nominal Diameter		
Pipe Material		
Specifications and Grade		
Wall Thickness		
Operating Pressure/Maximum Pressure		
Minimum Yield Strength		
Type Joints		
Coating Material		
Length of Casing		
Longitudinal Distance from Centerline of Track		
Distance from Centerline of Track		
Base of Rail to Top of Casing		
Roadway Ditches		

Vents:       Depth:

Method of Installation:      Dry Bore      Directional Bore

# Application for Right-of-Way Encroachment

May 20, 2022

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## SECTION 4: UNDERGROUND STRUCTURE INFORMATION

TO BE COMPLETED BY APPLICANT

Type, Size, and Spacing of Insulator Supports

Distance to Shut-off Valve on Each Side of R/W

Types of Seals at Ends of Crossings

Cathodic Protection (Type)

Casing Filler

Longitudinal Pipeline: Distance from Centerline of Outside Track

Depth of Bury to Top of Pipe

## SECTION 5: OVERHEAD STRUCTURE INFORMATION

TO BE COMPLETED BY APPLICANT

New Construction

Reconstruction

Communication Line Crossing

Power Line Crossing

### Existing Facility

Communication Line

Supply (Electrical) Line

Height Above Top of Rail in (ft):

Supply

Communication

### General

Angle of Crossing with Tracks:

Length of Span (ft)

Height Above Top of Rail (ft, No Wind, 60 deg)

### Poles

Use Existing Pole(s)

Pole No. or  
Reference

Depth  
(below surface)

Circumference  
(top of pole)

Length of Pole

Within Right-  
of-Way

Distance to edge  
of Right-of-Way

Replace Pole(s)

Install New Pole(s)

### Cable

Type

Number

Size

Voltage

Phase

Frequency

Fiber Optic Cable (type)

Number

## **SECTION 09 61 50**

### **DETECTABLE WARNING PANELS**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY**

- A. This Section includes specifications for Detectable Warning Panels for pedestrian grade crossings, curb ramps, and platforms at Metrolink stations.
- B. Also included in this section are specifications for Directional Bar Tiles for platforms at Metrolink Stations

##### **1.02 REFERENCES**

- A. ASTM International:
  - 1. B117 Practice for Operating Salt Spray (Fog) Apparatus
  - 2. C501 Test Method for Relative Resistance to Wear of Unglazed Ceramic Tile by the Taber Abraser
  - 3. D570 Test Method for Water Absorption of Plastics
  - 4. D638 Test Method for Tensile Properties of Plastics
  - 5. D695 Test Method for Compressive Properties of Rigid Plastics
  - 6. D790 Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
  - 7. D1308 Test Method for Effect of Household Chemicals on Clear and Pigmented Coating Systems.
  - 8. D5420 Test Method for Impact Resistance of Flat, Rigid Plastic Specimen by Means of a Striker Impacted by a Falling Weight (Gardner Impact)
  - 9. G155 Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials
- B. Americans with Disabilities Act (ADA) Standards issued by U.S. Department of Transportation
- C. FTA ADA Circular C4710.0-3.5 C Staggered Dome Pattern
- D. Caltrans, Permanent Pedestrian Facilities ADA Compliance Handbook
- E. California Building Code

**1.03 SUBMITTALS****A. Shop Drawings**

1. Submit Shop Drawings showing fabrication details; panel surface profile; fastener locations; plans of panel placement including joints, and material to be used as well as outlining installation materials and procedure.
  - a. Include procedures for containment and disposal of milling and saw cutting waste water if the cut in method is to be used for installation.
2. The Shop Drawings do not need to feature a full dimensional layout of the platform edges.
3. Platform Shop drawings shall depict the platform edge and end treatments.
4. Platform Shop drawings shall depict the placement and spacing of directional bars.
5. Pedestrian crossing shop drawings shall depict the area of crossing, showing dimension to handrail, edge of paving, or adjacent obstructions.

**B. Product Data**

1. Submit manufacturer's literature describing products and installation procedures. Include product data for adhesives and sealants.

**C. Samples**

1. Submit the following samples:
  - a. Samples of panels measuring at least 12 inches x 12 inches.
  - b. Truncated Dome Panel sample shall include longitudinal edge with integral flange and transverse ship-lap edge.
  - c. Directional Bar sample shall be a full size sample.
  - d. Samples of panels and sealant for verification of color match, samples shall be clearly labeled.
  - e. Upon approval sample(s) may be full sized and if undamaged, installed as part of the work.

**D. Samples for Verification Purposes**

1. Submit panels of the kind proposed for use.

**E. Maintenance Instructions**

1. Submit manufacturer's specified maintenance practices for each type of panel and accessory as required.

**F. Quality Assurance Submittals**

1. **Material Test Reports:** Submit test reports from qualified independent testing laboratory indicating that materials proposed for use are in compliance with requirements and meet the properties indicated in this Section. Tests which indicate performance for the panels shall have been performed within three (3) years of the Invitation to Bid.
2. Submit list of projects in California that successfully demonstrate the proposed products' durability and weatherability.

**1.04 QUALITY ASSURANCE**

- A. Panels and accessories, including panel adhesive, fasteners, and sealants, shall be from a single source. Products shall have been in successful service for a period of five (5) years.
- B. **Installer's Qualifications**
  1. Engage an experienced Installer certified in writing by panel manufacturer as qualified for installation, who has successfully completed panel installations similar in material, design, and extent to that indicated for Project. Only persons who are thoroughly trained and experience in the installation of the panels shall perform the work.
- C. Contractor to demonstrate method of cutting groove to assure smooth, clean, and neat cut for panel flange.
- D. Detectable Warning Panel and Directional Bar Tile must be compliant with ADAAG, PROWAG, and California Title 24 Requirements.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Panel type shall be identified by part number on packages.
- B. Packages shall be stored in a manner that preserves the new condition of the panels.

**1.06 SITE CONDITIONS**

- A. **Environmental Conditions and Protection**
  1. Conduct field operations only when environmental conditions fall within those recommended by manufacturers of the products.

**1.07 WARRANTY**

- A. Panels shall be covered by a written warranty for a period of five (5) years from date of final completion. The warranty includes defective work, breakage, deformation, holes, delamination, fading and chalking of finishes, and loosening of panels. Warranty shall include furnishing new materials, removal of existing panels, and installation of new panels.

**1.08 SPARES**

- A. Furnish a minimum of five (5) percent additional panels of the total amount installed of each panel type, and corresponding fasteners or required adhesive. Deliver spares to location (within 50 mile radius of work site) designated by the Engineer. Furnish spare materials from same manufactured lot as materials installed and enclose in protective packaging with appropriate identification.

**PART 2 - PRODUCTS****2.01 PANELS**

- A. Subject to conformance with the requirements of this Section, use products fabricated by the following manufacturers or approved equal:
1. Armor-Tile by Engineered Plastics, Inc. of Williamsville, NY
  2. ADA Solutions, Inc., a division of SureWerx Inc., of Wilmington, MA
  3. Access Products of Buffalo, NY
- B. Panels shall be manufactured from a fiber reinforced polymer composite.
- C. Panel color shall be Federal Yellow conforming to Federal Color No. 33538. Color shall be homogeneous throughout the panel.
- D. Truncated Dome Geometry
1. Truncated dome surface shall comply with Americans with Disabilities Act (ADA) Standards and California Building Code, and Caltrans A88A.
  2. Truncated Dome Description:
    - a. Pedestrian Grade Crossings and Curb Ramps:
      - 1) Square grid (in-line) pattern of raised truncated domes of 0.2-inch nominal height, base diameter of 0.9-inch and top diameter of 0.45-inch
      - 2) Truncated domes shall have a center-to-center (horizontally and vertically) spacing of 2.35-inch as measured side by side in-line (2.3 to 2.4 inches is acceptable).
    - b. Platforms:
      - 1) Staggered pattern of raised truncated domes of 0.2-inch nominal height, base diameter of 0.9-inch and top diameter of 0.45-inch. , per FTA ADA Circular C4710.0-3.5 C Staggered Dome Pattern.

- 2) Truncated domes shall have a center-to-center spacing of 1.67-inch diagonally, and center-to-center (horizontally and vertically) spacing of 2.35-inch as measured side by side in-line, (2.3 to 2.4 inches is acceptable).
    - c. In order to ensure a uniform appearance of the detectable warning surface throughout the transit system, equivalent or equal products with alternate patterns, colors or textures will not be acceptable.
  3. Truncated dome pattern shall align properly from panel to panel.
- E. Directional Bar Geometry
1. See item D 1 above
  2. Panel shall be 4 feet long by 3 feet wide, and consist of 3 rows of bars, containing 16 bars per row. See ES 3203.
  3. Directional bars shall be perpendicular to adjacent rail.
  4. Surface applied Directional Bar tile is preferred.
  5. Raised directional bars shall have the following measurements:
    - a. 0.20" height, plus or minus 0.01"
    - b. 11.0" length, plus or minus 0.3"
    - c. 1.3" base width, plus or minus 0.03"
    - d. 0.9" top width, plus or minus 0.02"
    - e. 3" on center bar spacing plus or minus 0.3"
- F. Panel Configuration
1. Panel Thickness
    - a. At a minimum, the thickness of the body of Detectable Warning Panel shall measure 3/16-inch (0.1875-inch) nominal.
  2. Panel Size
    - a. Pedestrian Grade Crossings and Curb Ramps (In-Line Pattern):
      - 1) Nominal Width 36-inch
      - 2) Length to match gate opening
      - 3) Minimum 7/16-inch thick deep flange along one long side.
      - 4) Panels with full perimeter flange are also acceptable.

## b. Platforms (Staggered Pattern):

- 1) Nominal 24-inch x 48-inch
- 2) Minimum 7/16-inch thick deep flange along one long side
- 3) Upon approval panels with no flange may be used. Provide method of installation to align edge.

## 3. Butt Joints

- a. The detectable warning panel shall feature a butt joint detail from panel to panel. Alternatively a ship lap detail may also be furnished.

## G. Fastener Holes in Panel

1. Holes for fasteners shall be formed in the factory. Holes for fasteners, whether made in the factory or in the field, shall be located only at the centers of the truncated domes.

## H. Performance

1. Panels shall comply with the following performance characteristics:

Property	ASTM Test Method	Nominal Value
Salt Spray (200 Hours)	B117	No Change
Wear Resistance	C501	500 (Min.)
Slip Resistance	C1028	0.80 (Min.)
Water Absorption	D570	0.05% (Max.)
Tensile Strength	D638	19,000 psi (Min.)
Compressive Strength	D695	28,000 psi (Min.)
Flexural Strength	D790	25,000 psi (Min.)
Chemical Resistance	D1308	No Stain or Discoloration
Gardner Impact Test	D5420	550 in. lbf/in (Min.)
Accelerated Weathering (3000 Hours)	G155	Delta E: 4.5 (Max.)

**2.02 ACCESSORIES**

## A. Fasteners for Concrete

1. Color matched nylon expansion sleeves with 1/4 inch diameter by 1-1/2 inches long stainless steel drive pins, or as recommended by panel manufacturer for specific job conditions and accepted by the Engineer.

## B. Adhesive

1. Type approved by panel manufacturer.

C. Sealant

1. Urethane sealant of type approved by panel manufacturer.

D. Backer Rod

1. Acceptable to sealant manufacturer. Where required, such as, at platform expansion joints.

### **PART 3 - EXECUTION**

#### **3.01 INSTALLATION**

- A. Apply adhesives, sealants and mechanical fasteners in strict accordance with the guidelines set by their respective manufacturers.
- B. Utilize manufacturer-provided template to lay out area to receive panels.
- C. Form recess for panels by either milling with diamond blade head or casting recess in place (at new paving) so that installed panel will still flush relative to adjacent surface. Grind or form to the depth and width required by the approved shop drawings and manufacturer's instructions. Finish cast-in-place recess with equivalent of a light broom finish. When milled, substrate shall have a light ribbed finish.
- D. Contain and remove slurry resulting from concrete milling and saw cutting. Do not wash slurry into track bed area.
- E. For Panels with Flanges:
  1. Utilize diamond bladed double headed wet saw to achieve parallel grooves to receive panels. Both saw cuts shall be made simultaneously from the same machine. Saw cut parallel to platform edge.
  2. After saw cutting, vacuum and power wash surface with clean clear water, free from all dirt and debris. Visually inspect surface for obtrusions or foreign matter. If obtrusions are present, remove by grinding. Remove foreign matter by grinding or further washing, as appropriate.
  3. Immediately prior to application of the setting adhesive, inspect surfaces to receive panel to ensure that they are clean, dry, free of voids, curing compounds, projections, loose material, dust, oils, grease, sealers, and other contaminants. Verify that surfaces are structurally sound and that concrete has cured a minimum of 30 days. Obtain panel manufacturer's representatives and Engineer's approval of surface preparation before installing panels.
- F. Set panels and install fasteners in accordance with panel manufacturer's instructions and as follows:

1. Wherever possible, install full size (uncut) panels. Do not install panel sections measuring less than 24 inches in length. Only cut panels where absolutely necessary.
  2. Maintain gap between panels for expansion and contraction in accordance with manufacturer's instructions.
  3. At platform expansion joints, cut panels on their short sides, finish cut edges smoothly, and lay panels with cut edges aligned with the edges of the substrate along the joints. Install fasteners on either side of the expansion joint at the time of initial installation. After a minimum of 4 hours, make a saw cut measuring 5/16 inch wide across the composite detectable warning panel and fill with sealant. Make saw cut in the zone between truncated domes.
    - a. Where there is platform curvature, composite detectable warning panels shall be treated in a similar manner so that the joints remain uniform across the width of the joint between successive panels. However, in areas of platform curvature, the joint shall take on somewhat of a triangular configuration.
  4. Cutting through panel domes shall be kept to a minimum. Where less than half of the truncated dome remains, grind off balance of dome; where over half of the truncated dome remains, feather dome so as not to present a tripping hazard.
- G. Install sealant in accordance with manufacturer recommendations.

### **3.02 CLEANING AND PROTECTING**

- A. After the area has been fully paneled and sealant system applied, clean panel surface, following the manufacturer recommended maintenance and cleaning procedures.
- B. Protect sealant and panels against damage during construction period. Comply with panel and sealant manufacturers' recommendations.
- C. Protect panels against damage from rolling loads following installation by covering with plywood or hardwood.
- D. Clean panel by method specified by manufacturer.

## **APPENDIX 2**

# **CONSTRUCTION RECYCLING FORM**

## CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY

### Project Information

Check one: ☐ Roadway ☐ Flood Control ☐ Water/Sewer  
☐ Traffic Signal/Street Lighting ☐ Bridge/Structure ☐ Other \_\_\_\_\_

Project Name: \_\_\_\_\_

Project ID No.: \_\_\_\_\_

Project Address/Location: \_\_\_\_\_

Thomas Guide Page/Grid No(s): \_\_\_\_\_

Resident Engineer/Inspector: \_\_\_\_\_ Office Engineer: \_\_\_\_\_

### Contractor Information

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Report Prepared by \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Project Duration: From:** \_\_\_\_\_ **To:** \_\_\_\_\_

**Construction Demolition and Debris Recycling Requirements Cost: \$**

Type(s) of Debris Generated	Estimated Quantity Generated (tons, c.y. or units)	Reuse/Recycling		Disposal	
		Estimated Quantity (tons, c.y. or units)	Name of Reuse/Recycling Facility/Site	Estimated Quantity (tons, c.y. or units)	Name of Disposal Facility
Asphalt					
Brick					
Concrete					
Green Waste					
Metal (ferrous)					
Metal (non-ferrous)					
Mixed Debris					
Rock					
Soil					
Wood Waste					
Other:					
Other:					
<b>Total</b>					

**Notes:**

Other debris types may include, but are not limited to, Ash, Cardboard, Carpeting, Glass, Gravel, Land Clearing Debris, Non-friable Asbestos, Paper, Plastic, Porcelain, Roofing Material, Sand, and Tires. Attach additional sheets if necessary.

If the debris is taken to a transfer station solely for the purpose of reuse/recycling, then list the transfer station as the reuse/recycling facility/site.

If the debris is taken to a transfer station solely for the purpose of transfer to a disposal facility, then list the transfer station as the disposal facility.

**Please email this completed form to:**

**To: City of San Fernando**      **From:** \_\_\_\_\_

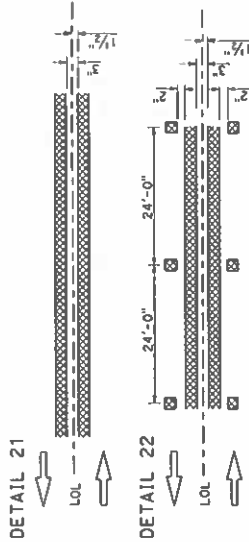
## **APPENDIX 3**

# **STANDARD PLANS**

POST MILES	ROUTE	COUNTY	DATE
TOTAL PROJECT			

REGISTERED CIVIL ENGINEER  
 August 1, 2022  
 PLAN APPROVAL DATE  
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
 (OR AGENTS SHALL NOT BE RESPONSIBLE FOR  
 THE ACCURACY OF THE INFORMATION CONTAINED  
 HEREIN OR THE RESULTS OF ANY TESTS OF THE  
 CONSTRUCTION OF THIS PLAN SHEET.)

NO PASSING ZONES-TWO DIRECTION



DETAIL 23 DELETED

DETAIL 23 DELETED

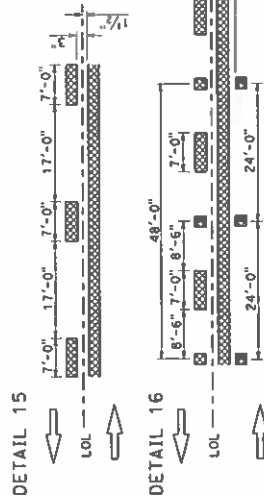
LEGEND

- MARKERS
- TYPE C RED-CLEAR RETROREFLECTIVE
  - TYPE D TWO-WAY YELLOW RETROREFLECTIVE
  - TYPE G ONE-WAY CLEAR RETROREFLECTIVE
  - TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINE

- 6" WHITE
- 6" YELLOW

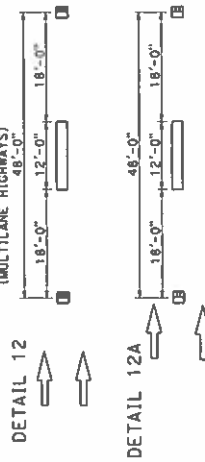
NO PASSING ZONES-ONE DIRECTION



DETAIL 17 DELETED

DETAIL 17 DELETED

LANELINES (CONT)

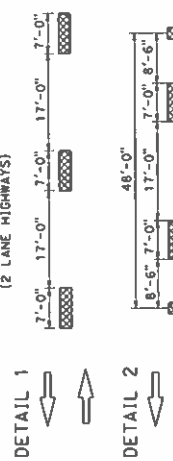


DETAIL 13 DELETED

DETAIL 14 DELETED

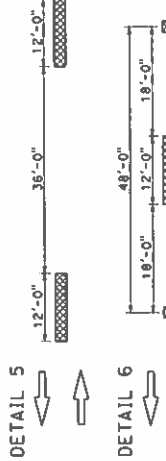
DETAIL 14A DELETED

CENTERLINES



DETAIL 3 DELETED

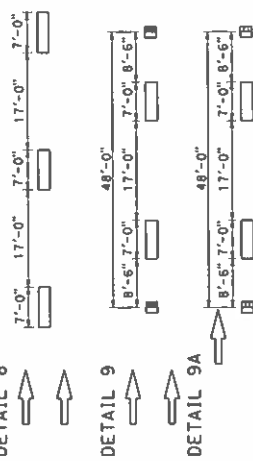
DETAIL 4 DELETED



DETAIL 7 DELETED

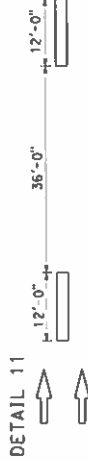
LANELINES

(MULTILANE HIGHWAYS)



DETAIL 10 DELETED

DETAIL 10 DELETED



TYPE C AND TYPE D TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
PAVEMENT MARKERS AND TRAFFIC LINES  
TYPICAL DETAILS  
NO SCALE

A20A

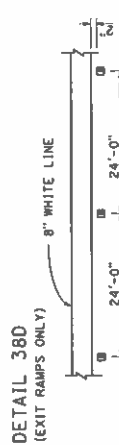
100



LEFT CURB LINES NOTED.  
On freeways use traffic stripe details with Type RY markers.

0.01	COUNTY	ROUTE	POST MILES	TOTAL PROJECT	SHEET TOTAL
<p>DATE: 1.1.2022                  PROJECT: 2022-001                  SHEET: 1 OF 1</p>					

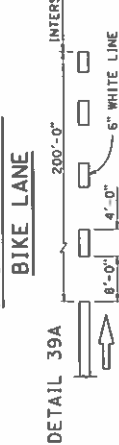
**CHANNELIZING LINE**



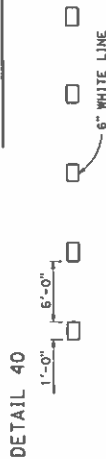
**BIKE LANE LINE**



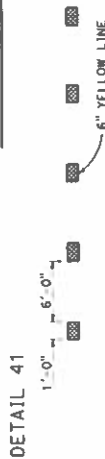
**INTERSECTION LINE**



**LANE LINE EXTENSIONS THROUGH INTERSECTIONS**



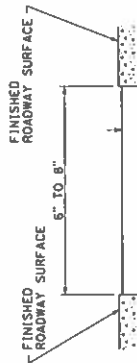
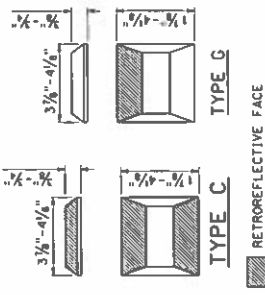
**CENTER LINE EXTENSIONS THROUGH INTERSECTIONS**



**LEGEND**

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- 6" YELLOW LINE

**MARKER DETAILS**

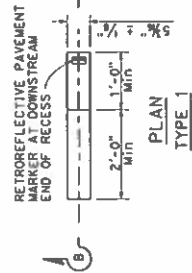


**DETAIL FOR RECESSED TRAFFIC STRIPE**

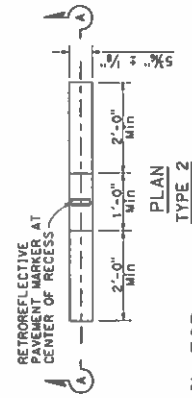
See Notes A and B

**RECESSED NOTES:**

- See typical traffic line details for pavement marking patterns.
- See standard specifications for recess depth and recess striping material thickness.

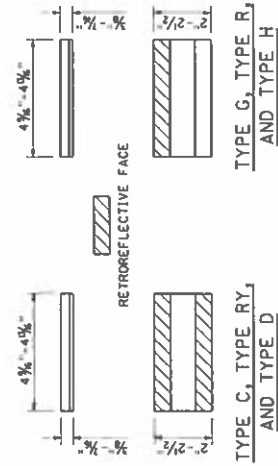


**SECTION A-A**



**RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER**

See Note 4



**RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION**

See Notes 1 and 2

- RECESSED MARKER NOTES:**
- See typical traffic line details for marker patterns to be used with recessed pavement markers.
  - The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
  - The top of pavement markers installed in recesses shall be 0 to 1/8" below the pavement surface.
  - Use Type 1 recesses for pavement markers on one-way streets. Use Type 2 recesses for pavement markers on two-way streets with retroreflective face.

**PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS**

NO SCALE

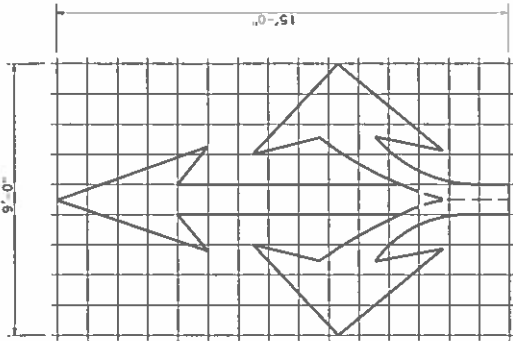
A20D

DIST.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

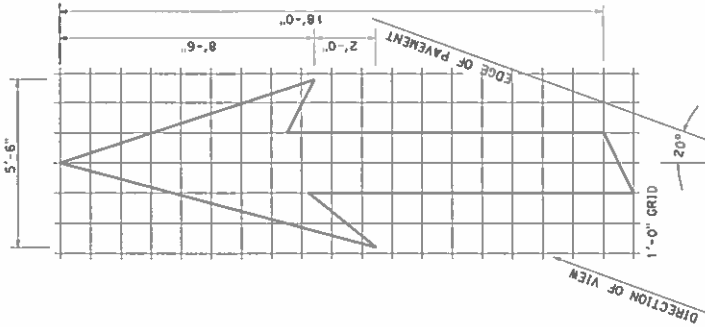
  

August 1, 2022 REGISTERED CIVIL ENGINEER <i>Sup. Baker</i>	
REC'D AUG 1 2022 CIVIL	APPROVED AUG 1 2022 CIVIL

THE STATE OF CALIFORNIA AND ITS OFFICERS  
 AND AGENCIES SHALL NOT BE RESPONSIBLE FOR  
 THE ACCURACY OR COMPLETENESS OF THE DATA  
 PROVIDED FOR THIS PLAN.

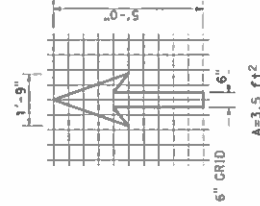


**TYPE VIII ARROW**  
A=36 ft<sup>2</sup>

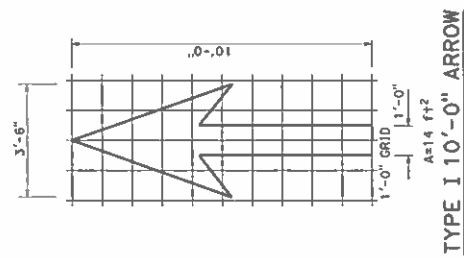


**TYPE VII ARROW**  
A=42 ft<sup>2</sup>

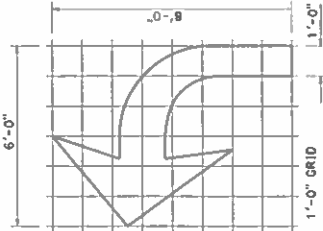
Right lane drop arrow.  
For left lane, use mirror image.



**BIKE LANE ARROW**  
A=3.5 ft<sup>2</sup>

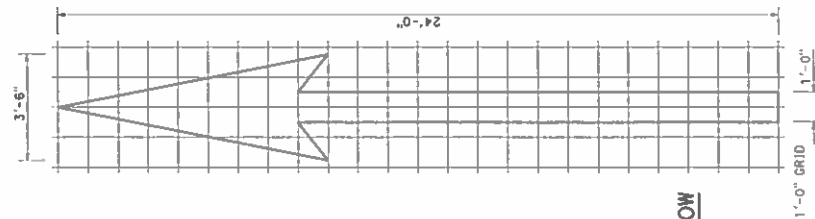


**TYPE I 10'-0" ARROW**  
A=14 ft<sup>2</sup>

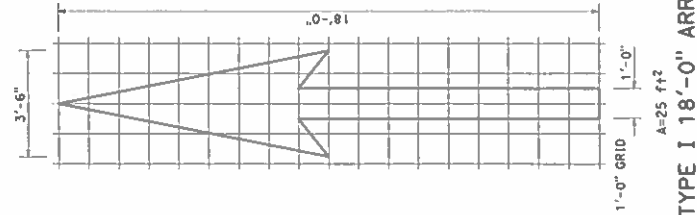


**TYPE IV (L) ARROW**  
A=15 ft<sup>2</sup>

For Type II (R) arrow, use mirror image.



**TYPE I 24'-0" ARROW**  
A=31 ft<sup>2</sup>

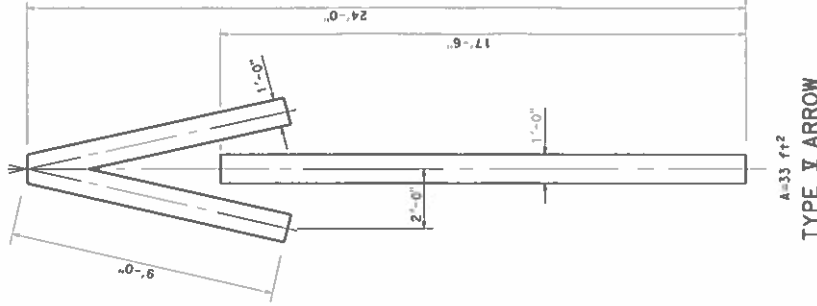
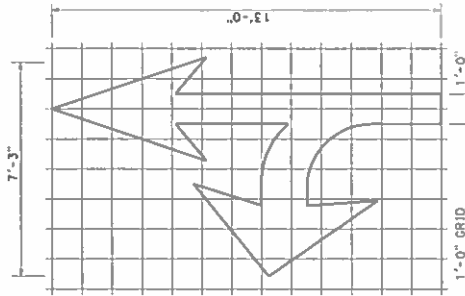


**TYPE I 18'-0" ARROW**  
A=25 ft<sup>2</sup>

**NOTE:**  
Minor variations in dimensions  
may be accepted by the Engineer.

**TYPE III (L) ARROW**  
A=27 ft<sup>2</sup>

For Type III (R) arrow, use mirror image.



**TYPE I ARROW**  
A=33 ft<sup>2</sup>

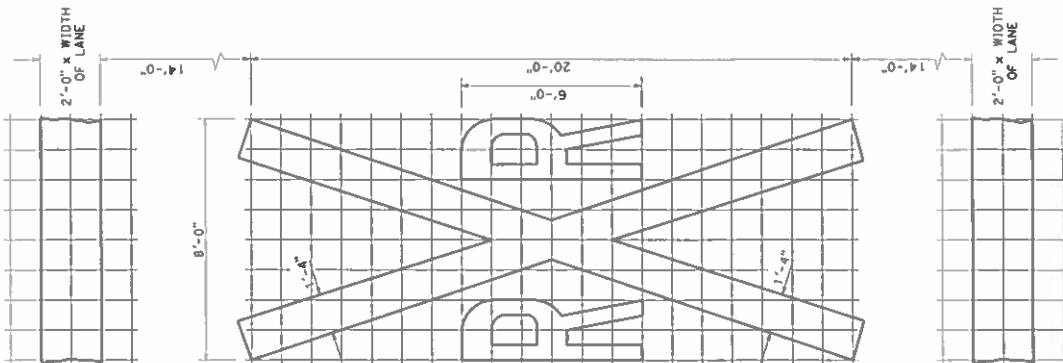
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
ARROWS**  
NO SCALE

**A24A**

DATE	COUNTY	ROUTE	POST MILES	SHEET	TOTAL SHEETS

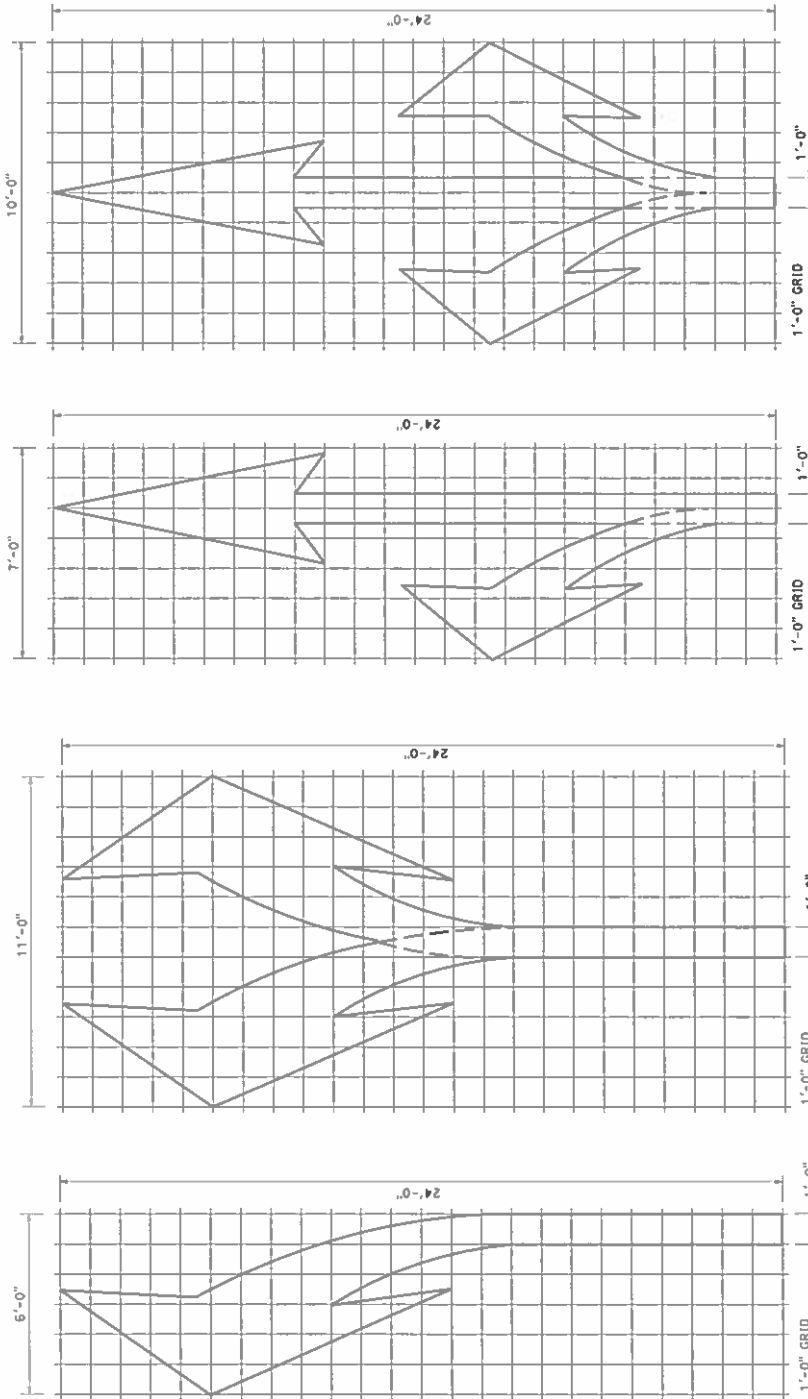
AUGUST 1, 2022 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY COPIES OF THIS PLAN SHEET.	



**RAILROAD CROSSING SYMBOL**

\* 70 ft<sup>2</sup> does not include the 2'-0" x variable width transverse lines.

1'-0" GRID  
A=70 ft<sup>2</sup> \*



**TYPE II (L) ARROW**  
A=45 ft<sup>2</sup>  
For Type II (R) use mirror image.

**TYPE III (B) ARROW**  
A=73 ft<sup>2</sup>

**TYPE III (L) ARROW**  
A=42 ft<sup>2</sup>  
For Type III (R) use mirror image.

**TYPE II (B) ARROW**  
A=59 ft<sup>2</sup>

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
ARROWS AND SYMBOLS**  
NO SCALE

**A24B**

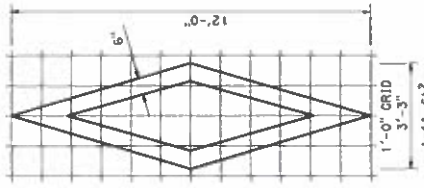
Dist	County	Route	Post Miles	Sheet	Total

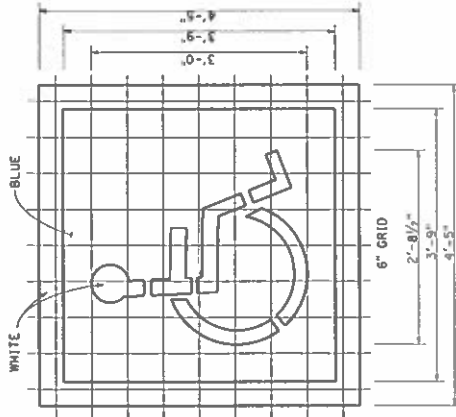
August 1, 2022	DATE
David H. Hines	REGISTERED CIVIL ENGINEER

THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
 AND ITS OFFICERS SHALL NOT BE RESPONSIBLE FOR  
 ANY ERRORS OR OMISSIONS IN THIS PLAN SHEET  
 UNLESS IT IS PROVEN THAT THE ENGINEER HAS  
 BEEN GROSSLY NEGLIGENCE

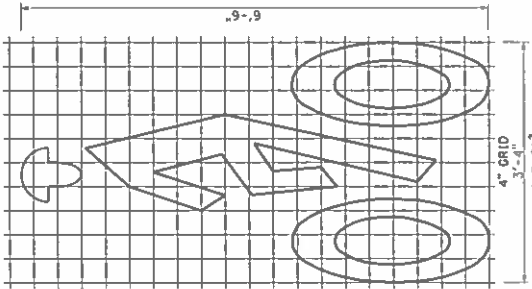
**NOTE:**  
 Minor variations in dimensions may be accepted  
 by the Engineer.



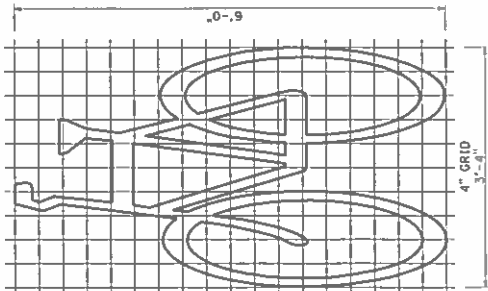
**DIAMOND SYMBOL**



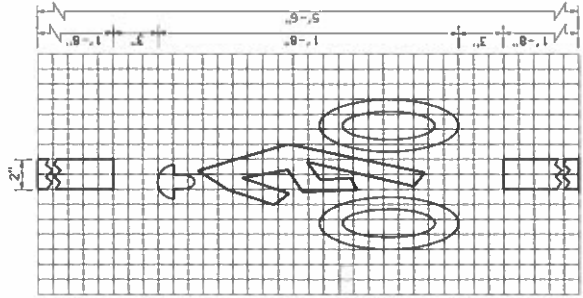
**INTERNATIONAL SYMBOL OF  
 ACCESSIBILITY (ISA) MARKING**



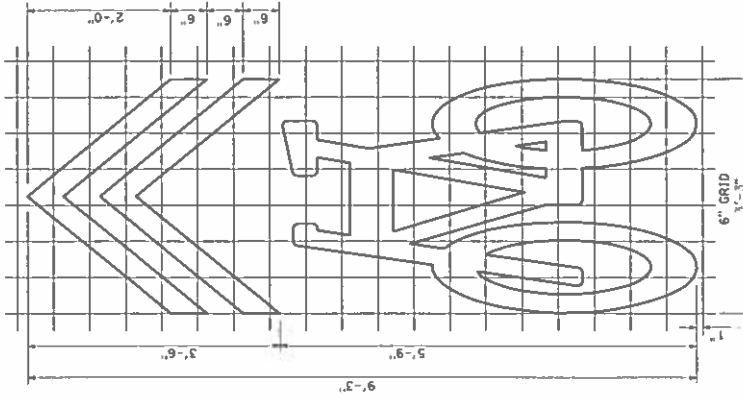
**BIKE LANE SYMBOL  
 WITH PERSON**



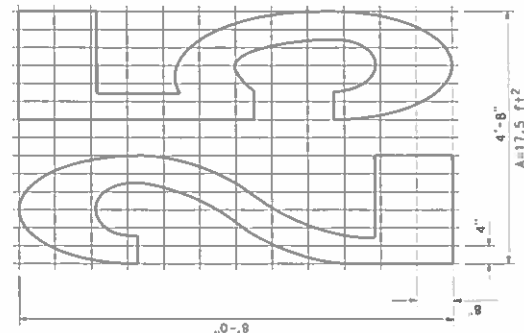
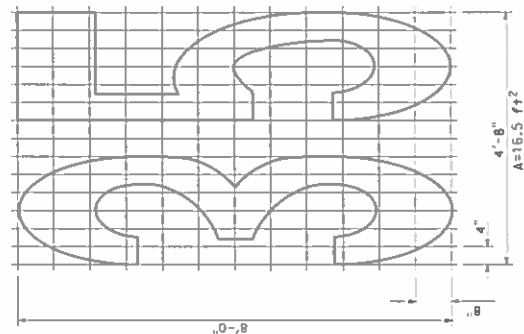
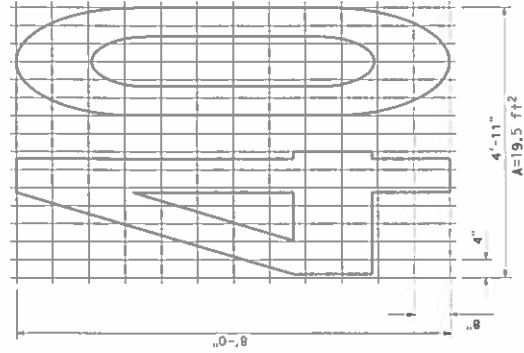
**BIKE LANE SYMBOL  
 WITHOUT PERSON**



**BIKE LOOP  
 DETECTOR SYMBOL**



**SHARED ROADWAY BICYCLE MARKING**

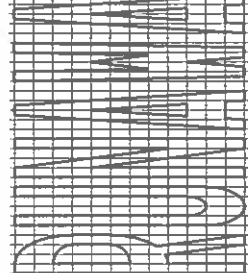
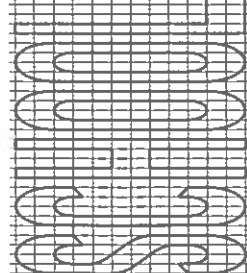
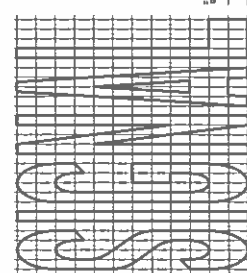


**NUMERALS**

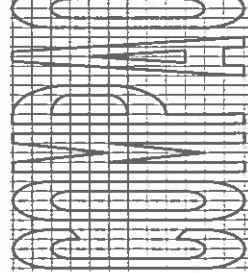
STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
 SYMBOLS AND NUMERALS**  
 NO SCALE

**A24C**

A vertical strip of six grid-based drawings showing the evolution of a shape. The top drawing is a simple horizontal line. The second drawing shows a small bump on the right side. The third drawing shows a larger, more pronounced bump. The fourth drawing shows a complex, multi-lobed shape. The fifth drawing shows a similar complex shape with more detail. The bottom drawing shows a complex, multi-lobed shape with a small bump on the right side.


$$\underline{A=43 \quad f+2}$$

$$A = 35 \text{ ft}^2$$


32 f+2

A=10 ft

1. If a message consists of more than one word, it must read "jgr", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters. The height of the characters must be at least half the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
WORDS**  
NO SCALE

PROJECT NUMBER	DATE	BY	CHECKED	DATE	BY

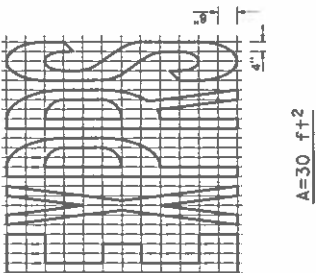
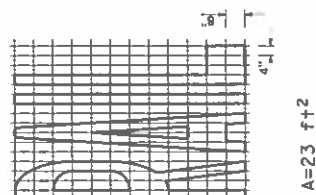
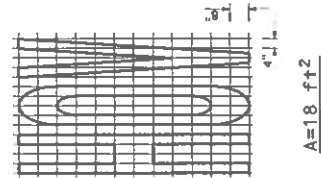
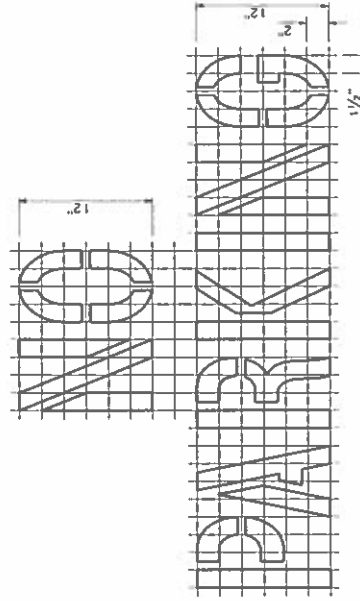
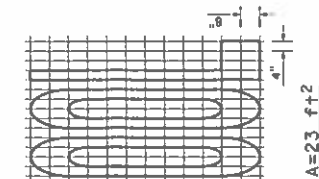
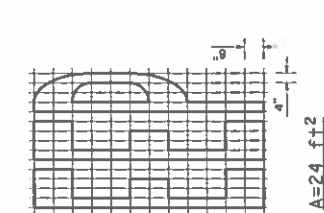
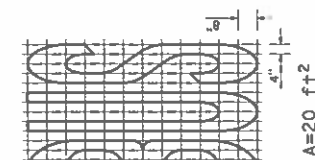
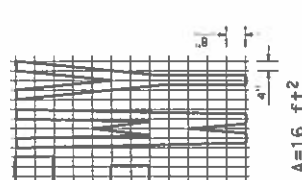
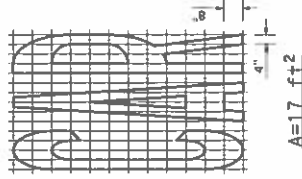
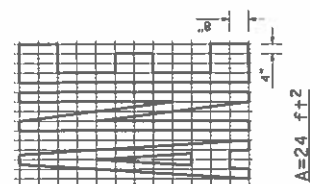
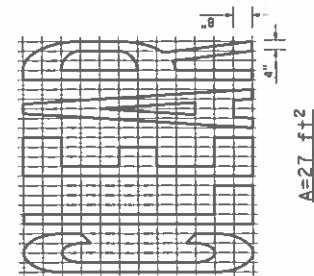
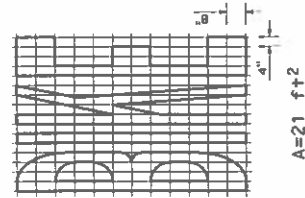
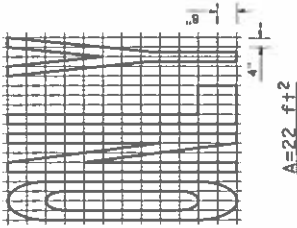
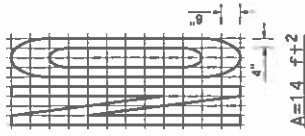
  

REGISTERED CIVIL ENGINEER <i>Luigi Hahn</i> AUGUST 1, 2022 PLANS APPROVAL DATE THE STATE OF CALIFORNIA ON ITS OFFICIAL SEAL CERTIFIES THAT THE ENGINEER HAS REVIEWED AND APPROVED THE CONTENTS OF THIS PLAN SHEET.	
---	--

ITEM	f+t	ITEM	f+t
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FWY	16
MOV	18	EXPRS	30
TRAIL	23		

NOTES:

1. If a message consists of more than one word, the first word must be read "up", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed words and at least three times the height of the characters for high speed words. The space may be reduced appropriately where there is a limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2 in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical applications and markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING" shall be painted in white letters on a black background, at least 3 in high on a contrasting background and located so that it is visible to traffic enforcement officials.



STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
WORDS**  
NO SCALE

A24E

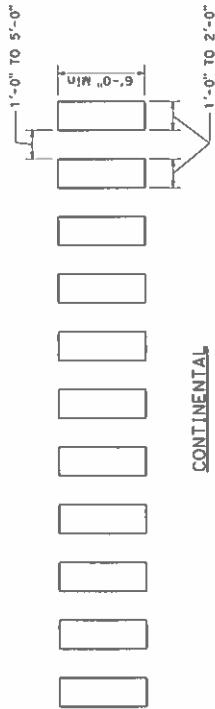
DATE	COUNTY	ROUTE	POST MILE	SHEET	TOTAL SHEETS

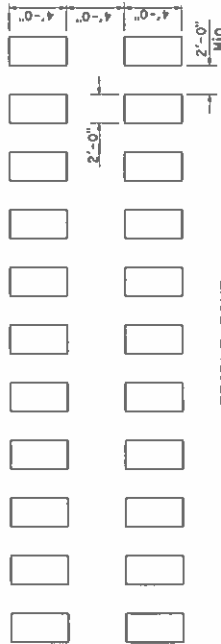
REGISTERED CIVIL ENGINEER <i>David Hahn</i> AUGUST 1, 2022 PLANS APPROVAL DATE THE STATE OF CALIFORNIA ON ITS BEHALF THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION OR SCALE OF THIS PLAN SHEET.	
--	--

**NOTES:**

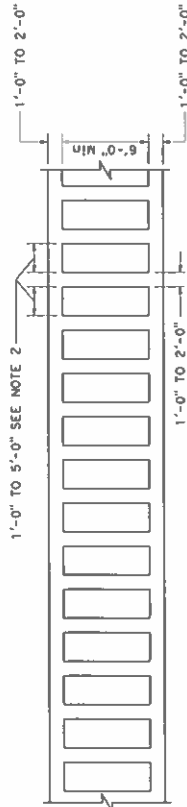
1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 x width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.



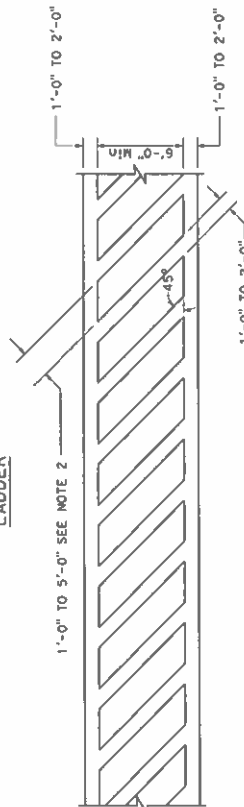
**CONTINENTAL**  
See Note 1



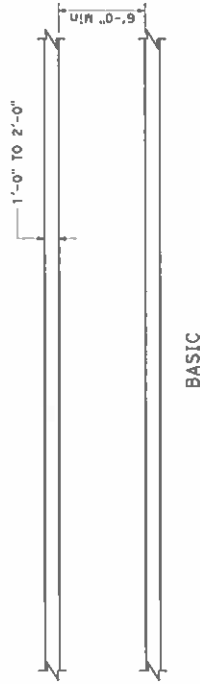
**TRIPLE FOUR**  
See Note 1



**LADDER**



**DIAGONAL**  
**HIGHER VISIBILITY CROSSWALKS**



**BASIC**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS**  
**CROSSWALKS**  
NO SCALE

**A24F**

Technical drawing of a raised truncated dome. The drawing includes a side view and a top view. The side view shows a dome with a flat top. Dimensions are indicated: the top diameter is 0.45" Min AND 0.47" Max, the top thickness is 0.020, the base diameter is 0.9" Min AND 0.92" Max, and the base thickness is 0.015. The top view shows a circular base with a central circular feature.

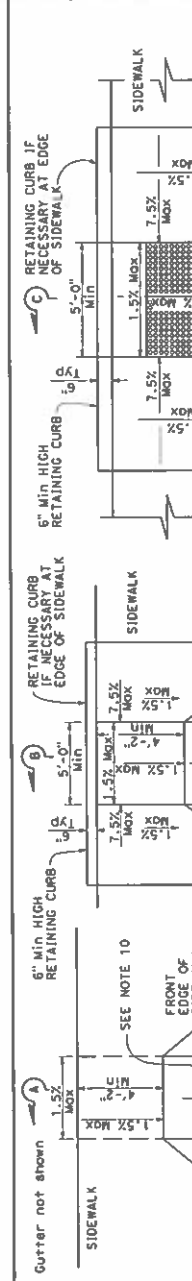
0.45" Min AND 0.47" Max  
TOP Dia

0.020

0.9" Min AND 0.92" Max  
BASE Dia

0.015

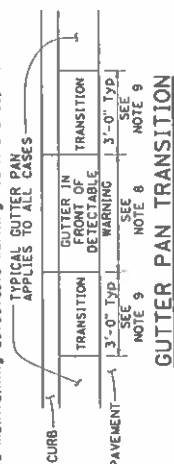
RAISED TRUNCATED DOME



**DETECTABLE WARNING SURFACE**

See Note 10

1. As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate. For specific installation configuration, including the conform to existing sidewalk, see Project Plans.
2. If distance from curb to back of sidewalk is too short to accommodate ramp and 12" platform (landing) as minimum, the ramp may be depressed longitudinally as in Case B or C or may be sited as in Case D.
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
4. As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
5. The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
6. Side slopes of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with the standard sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
7. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
8. Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1:12.0H (5.0%). Curb ramp slope shall not exceed 1" of depth for each 2'-0" of width.
9. Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
10. The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except where the ramp is located at a curb return. The detectable warning surface shall conform to the requirements in the Standard Specifications.
11. Sidewalk and ramp thickness "T", shall be 3/8" minimum.
12. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
13. Detectable warning surface may have to be cut to allow removal utility owner.



## CURB RAMP DETAILS

NO SCALE

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

### DETAIL B

### TYPICAL ONE-RAMP

## FOR INSTALLATION

DETAIL A  
TYPICAL TWO-RAMP

## TABLE 1

Dist	County	ROUTE	POST MILE	TOTAL SHEETS

REGISTERED ELECTRICAL ENGINEER	AUGUST 1, 2022 PLANS APPROVAL DATE THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION THE DESIGN SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN HEREON. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION SHOWN HEREON.

## STANDARD

## ANNOTATION

SYMBOL	DESCRIPTION
AB	ABANDON. IF APPLIED TO CONDUIT, REMOVE CONDUCTORS
BC	INSTALL PULL BOX IN EXISTING CONDUIT RUN
BP	PEDESTRIAN BARRICADE, TYPE AS INDICATED ON PLAN
CB	INSTALL CONDUIT INTO EXISTING PULL BOX
CC	CONNECT NEW AND EXISTING CONDUIT. REMOVE EXISTING CONDUCTORS AND INSTALL CONDUCTORS AS INDICATED
CF	CONDUIT TO REMAIN FOR FUTURE USE. REMOVE CONDUCTORS. INSTALL PULL TAPE
DH	DETECTOR HANDHOLE
FA	FOUNDATION TO BE ABANDONED
IS	INSTALL SIGN ON SIGNAL MAST ARM
NS	NO SLIP BASE ON STANDARD
PEC	PHOTOELECTRIC CONTROL
PEU	PHOTOELECTRIC UNIT
RC	EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME THE PROPERTY OF THE CONTRACTOR
RL	RELOCATE EQUIPMENT
RR	REMOVE AND REUSE EQUIPMENT
RS	REMOVE AND SALVAGE EQUIPMENT
SC	SPLICE NEW TO EXISTING CONDUCTORS
SD	SERVICE DISCONNECT
TSF	TELEPHONE SERVICE POINT

NEW	EXISTING	TYPE
		15
		15D
		15 STRUCTURE
		15D STRUCTURE
		21
		21D
		21 STRUCTURE
		21D STRUCTURE
		30
		31
		32

## SOFFIT AND WALL-MOUNTED LUMINAIRES

SYMBOL	DESCRIPTION
	PENDANT SOFFIT LUMINAIRE
	FLUSH-MOUNTED SOFFIT LUMINAIRE
	WALL-MOUNTED LUMINAIRE
	EXISTING SOFFIT OR WALL-MOUNTED LUMINAIRE TO REMAIN UNMODIFIED
	EXISTING SOFFIT OR WALL-MOUNTED LUMINAIRE TO BE MODIFIED AS SPECIFIED

NOTE:  
Arrow indicates "street side" of luminaire.

## MISCELLANEOUS ELECTROLIERS

NEW	EXISTING	DESCRIPTION
		LUMINAIRE ON WOOD POLE
		NON-STANDARD ELECTROLIER (SEE PROJECT LEGEND)
		CITY ELECTROLIER
		ELECTROLIER FOUNDATION (FUTURE INSTALLATION)

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**ELECTRICAL SYSTEMS  
(LEGEND)**  
NO SCALE

ES-1A

DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL

REGISTERED ELECTRICAL ENGINEER August 1, 2022 PLANS APPROVAL DATE THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION AND AREAS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN OR THE RESULTS OF ANY SUCH INFORMATION.	

**NOTES:**

1. All signal sections shall be 12" unless shown otherwise.
2. Signal heads shall be provided with backdrops unless shown otherwise.

**OVERHEAD SIGN**

EXISTING	NEW	DESCRIPTION
		SINGLE POST, SINGLE SIGN, BALANCED BUTTERFLY
		SINGLE POST, DOUBLE SIGN, BALANCED BUTTERFLY
		SINGLE POST, SINGLE SIGN, FULL CANTILEVER
		DOUBLE POST, SINGLE SIGN
		SINGLE SIGN MOUNTED ON STRUCTURE
		SINGLE POST, SINGLE SIGN, FULL CANTILEVER WITH ELECTROLINER
		DOUBLE POST, SINGLE SIGN WITH ELECTROLINER

**SIGNAL EQUIPMENT**

EXISTING	NEW	DESCRIPTION
		PEDESTRIAN SIGNAL HEAD
		PUSH BUTTON ASSEMBLY POST
		PEDESTRIAN BARRICADE
		VEHICLE SIGNAL HEAD CONSISTING OF RED, YELLOW, AND GREEN SECTIONS
		VEHICLE SIGNAL HEAD WITH ANGLE VISOR
<b>MODIFICATIONS OF BASIC SYMBOLS:</b> "L" INDICATES ALL NON-ARROW SECTIONS LOUVERED "LV" INDICATES LOUVERED GREEN SECTION ONLY "PV" INDICATES ALL 12 SECTIONS PROGRAMMED VISIBILITY "PUB" INDICATES ALL SECTIONS PROGRAMMED VISIBILITY "PUB" INDICATES TYPE WAS-3A FOR PEDESTRIAN HYBRID BEACON FACE		
		VEHICLE SIGNAL HEAD CONSISTING OF RED, YELLOW, AND GREEN LEFT ARROW SECTIONS
		VEHICLE SIGNAL HEAD CONSISTING OF RED AND YELLOW SECTIONS WITH AN UP GREEN ARROW SECTION
		VEHICLE SIGNAL HEAD (5 SECTIONS) CONSISTING OF RED, YELLOW, AND GREEN SECTIONS WITH YELLOW AND GREEN RIGHT ARROW SECTIONS
		TYPE 15TS STANDARD WITH VEHICLE SIGNAL HEAD, PEDESTRIAN SIGNAL HEAD, AND LUMINAIRE
		TYPE 21TS STANDARD WITH VEHICLE SIGNAL HEAD, PEDESTRIAN SIGNAL HEAD, AND LUMINAIRE
		STANDARD WITH LUMINAIRE AND SIGNAL MAST ARMS AND ATTACHED VEHICLE SIGNAL HEADS
		TYPE 1 STANDARD WITH ATTACHED VEHICLE SIGNAL HEADS
		STANDARD WITH A SIGNAL MAST ARM, ATTACHED VEHICLE SIGNAL HEADS AND STREET NAME SIGN
		CONTROLLER ASSEMBLY, DOOR INDICATES FRONT OF CABINET
		GUARD POST
		OPTICAL DETECTOR FOR THE EMERGENCY VEHICLE DETECTION

**CONDUIT**

NEW	EXISTING	DESCRIPTION
		LIGHTING CONDUIT, UNLESS OTHERWISE INDICATED OR NOTED
		TRAFFIC SIGNAL CONDUIT
		COMMUNICATION CONDUIT
		TELEPHONE CONDUIT
		FIRE ALARM CONDUIT
		FIBER OPTIC CONDUIT
		CONDUIT TERMINATION
		CONDUIT RISER ATTACHED TO THE STRUCTURE OR SERVICE POLE

**SERVICE EQUIPMENT**

NEW	EXISTING	DESCRIPTION
		OVERHEAD LINES
		WOOD POLE, "U" INDICATES UTILITY OWNED
		POLE GUY WITH ANCHOR
		UTILITY TRANSFORMER - GROUND MOUNTED
		SERVICE EQUIPMENT ENCLOSURE TYPE, DOOR INDICATES FRONT OF ENCLOSURE
		TELEPHONE DEMARCATION CABINET

**POLE-MOUNTED SERVICE DESIGNATION**

SYMBOL	DESCRIPTION
	TYPE H SERVICE, 28'-10" POLE HEIGHT ABOVE GRADE

**FLASHING BEACON**

NEW	EXISTING	DESCRIPTION
		FLASHING BEACON (ONE VEHICLE SIGNAL HEAD WITH RED INDICATION) "R" INDICATES RED INDICATION "Y" INDICATES YELLOW INDICATION
		FLASHING BEACON WITH TYPE 15-FBS STANDARD AND A SIGN
		FLASHING BEACON WITH TYPES 9A OR 9B SIGN UNLESS OTHERWISE SPECIFIED OR INDICATED

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**ELECTRICAL SYSTEMS  
(LEGEND)**

NO SCALE

ES-1B

**EQUIPMENT DESIGNATION**

**SIGN:** \_\_\_\_\_ EQUIPMENT IDENTIFICATION CHARACTERS  
 SIGN NO. 12345  
 10.05L SC1.1.0  
 TRANSFORMER RATING (KVA)  
 LIGHTING CONTROL TYPE  
 NUMBER OF OVERHEAD SIGN LUMINAIRES  
**LIGHTING STANDARD, SIGNAL AND LIGHTING STANDARD:**  
 L2745 - 15'-0"  
 MAST ARM LENGTH  
 EQUIPMENT IDENTIFICATION CHARACTERS  
**SOFFIT:** \_\_\_\_\_  
 EQUIPMENT IDENTIFICATION CHARACTERS  
 L98765

**NOTE:**  
 EXISTING EQUIPMENT IDENTIFICATION CHARACTERS ARE SHOWN IN PARENTHESIS

**MISCELLANEOUS EQUIPMENT**

NEW	EXISTING	DESCRIPTION
		CHANGEABLE MESSAGE SIGN
		CAMERA
		HIGHWAY ADVISORY RADIO POLE AND ANTENNA
		EXTINGUISHABLE MESSAGE SIGN
		DETECTION DEVICE M = MICROWAVE SENSOR V = VIDEO IMAGE SENSOR
		RADAR SPEED FEEDBACK SIGN

**CONDUIT AND CONDUCTORS**

CONDUIT RUN NUMBER  
  
 3/4" C, 2#10 (L, T), 1#14 (S), 2 DLS, 12P#18, 1-COAXIAL CABLE (Comoro), 3-3CSC, 2 SIC/  
 NUMBER AND SIZE OF CONDUCTORS AND CABLES  
 SIZE OF CONDUIT IN INCHES

**DETAILS**

STANDARD PLAN SHEET NUMBER  
  
 EQUIPMENT OR MATERIAL DESIGNATION

**PHASE**

PEDESTRIAN  
  
 #1, #2, #2P, etc.  
 TRAFFIC PHASE IDENTIFICATION FOR SIGNALS, DETECTORS, AND PHASE DIAGRAMS

**WIRING COMPONENTS**

SYMBOL	DESCRIPTION
	EXTERNAL CONDUCTOR
	CONDUCTOR OR BUS
	TIE POINT
	CONTACTOR COIL
	CONTACTOR, NO CONTACT
	TERMINAL BLOCKS
	CONTACTOR, NC CONTACT
	ENCLOSURE BOND
	GROUNDING ELECTRODE
	CIRCUIT BREAKER
	RECEPTACLE

**HANDHOLES, PULL BOXES, AND VAULTS**

NEW	EXISTING	DESCRIPTION
		DETECTOR HANDHOLE
		PULL BOX, NO. 5 UNLESS OTHERWISE INDICATED
		VAULT

**DESIGNATIONS:**  
 3 NO. 3 PULL BOX  
 5 NO. 5 PULL BOX  
 6 NO. 6 PULL BOX  
 7 NO. 7 PULL BOX (CEILING)  
 8 NO. 8 PULL BOX  
 9 NO. 9 PULL BOX (STRUCTURE)  
 9A NO. 9A PULL BOX (STRUCTURE)

**TYPE:**  
 (E) EXTENDED PULL BOX  
 (T) TRAFFIC PULL BOX  
 (TR) TAMPER-RESISTANT PULL BOX

**VEHICLE DETECTOR DESIGNATION**

S J 9 U  
 INPUT FILE (U = UPPER)  
 L = LOWER  
 SLOT NUMBER IN INPUT FILE (1 TO 9)  
 INPUT FILE (1 OR J)  
 PHASE (1 TO 8)

**DETECTORS**

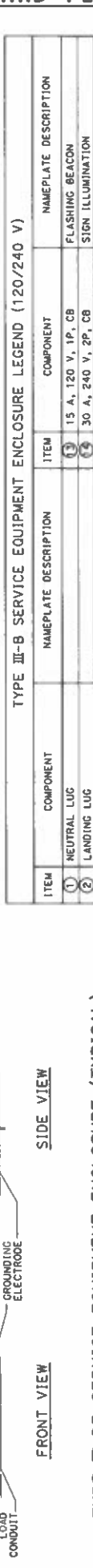
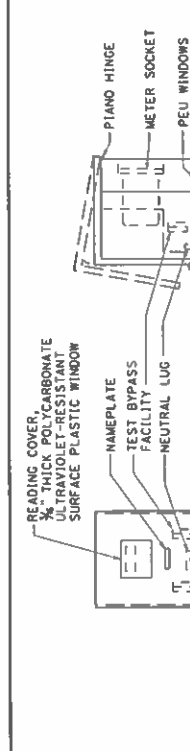
NEW	EXISTING	DESCRIPTION
		TYPE A LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		TYPE B LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		TYPE C LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		TYPE D LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		TYPE E LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		TYPE F LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		TYPE G LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		MICROWAVE OR VIDEO DETECTION ZONE

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION

# **ELECTRICAL SYSTEMS (LEGEND)**

NO SCALE

ES-1C



**DETAIL A**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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- 1. Unless otherwise indicated on the plans, service equipment items shall be provided for each service equipment enclosure as shown.
- 2. Connect to remote test switch mounted on lighting standards, sign post, or structure when required.
- 3. Items ① and ② shall be isolated from the service equipment enclosure.
- 4. Type I photoelectric control shall be used unless otherwise indicated on the plans.
- 5. Item ③ and ④ shall be ganged operated CB.
- 6. The plan shows the approximate location of devices within the enclosure. Components may be rearranged, however, the "working" clearances within the service equipment enclosure shall be maintained.

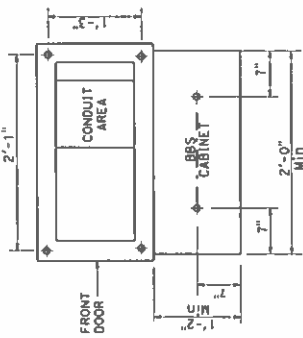


ES-2E

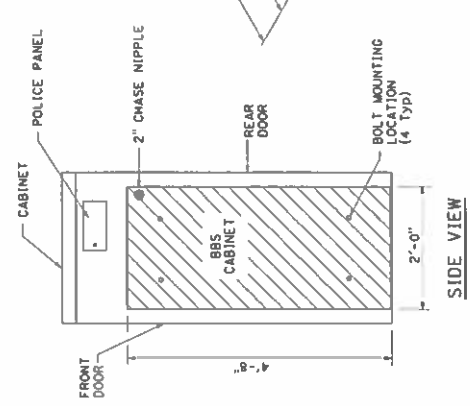
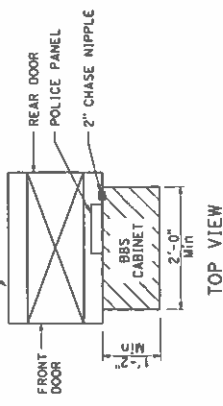
DATE	COUNTY	ROUTE	POST MILES	SHEET TOTAL

**REGISTERED ELECTRICAL ENGINEER**  
**AL L**  
 AUGUST 3, 2022  
 E37490  
 STATE OF CALIFORNIA  
 THE STATE OF CALIFORNIA, BY ITS OFFICERS  
 AND DEPUTIES, SHALL NOT BE RESPONSIBLE FOR  
 THE ACCURACY OR COMPLETENESS OF ANY  
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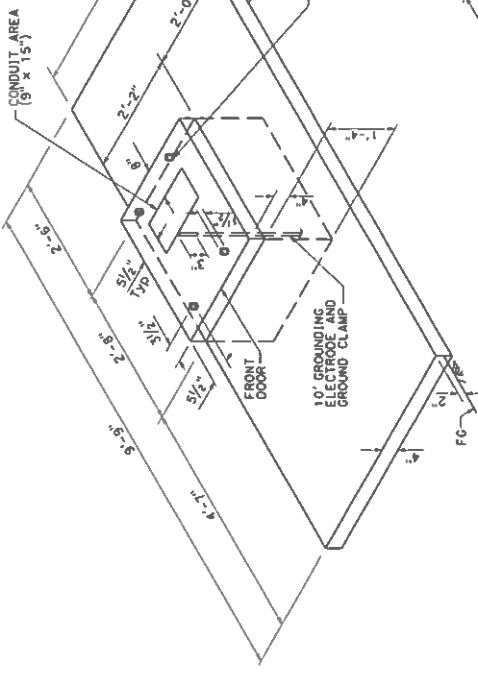
- NOTES:**
- Where telephone interconnect is required, a minimum of 5" clear vertical space shall be provided inside the cabinet for the equipment.
  - Telephone interconnect conductors shall be enclosed in a 3/4" or larger conduit through the foundation. Type 4 conduit will be used to separate telephone and power conductors in cabinets.



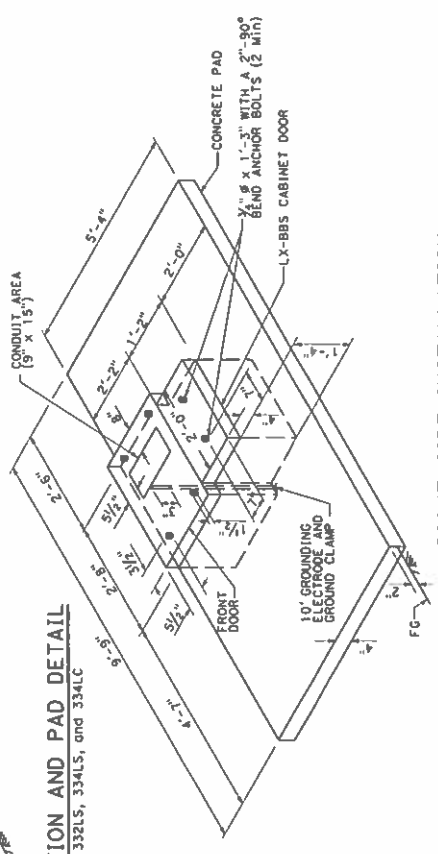
**BASE PLAN FOR LX-BBS CABINET MOUNTED TO THE MODEL 332LS CABINET**  
 (FOR DIMENSIONS AND DETAILS NOT SHOWN, SEE CABINET HOUSING DETAILS OF THE TRANSPORTATION ELECTRICAL EQUIPMENT SPECIFICATION (TEES))



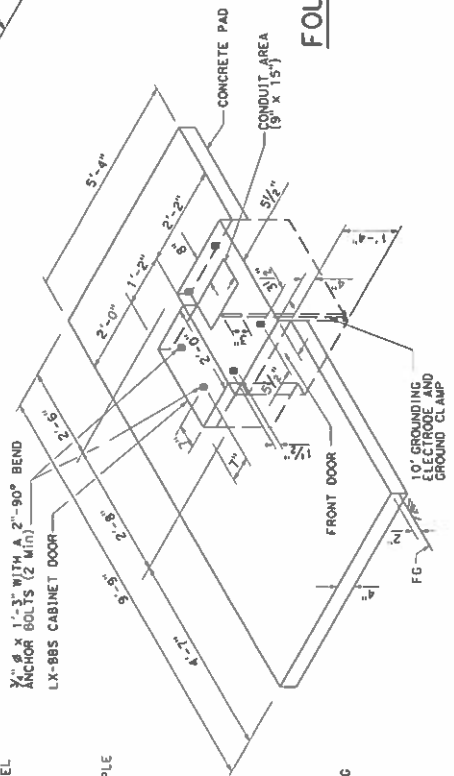
**LX-BBS CABINET MOUNTED TO THE MODEL 332LS CABINET**



**FOUNDATION AND PAD DETAIL**  
 Model 332LS, 334LS, and 334LC



**RIGHT SIDE INSTALLATION**  
 DETAIL B



**LEFT SIDE INSTALLATION**  
 DETAIL A

**MODEL 332LS CABINET**  
**FOUNDATION DETAIL WITH LX-BATTERY BACKUP SYSTEM**

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**ELECTRICAL SYSTEMS**  
**(CONTROLLER CABINET FOUNDATION AND PAD DETAILS)**  
 NO SCALE

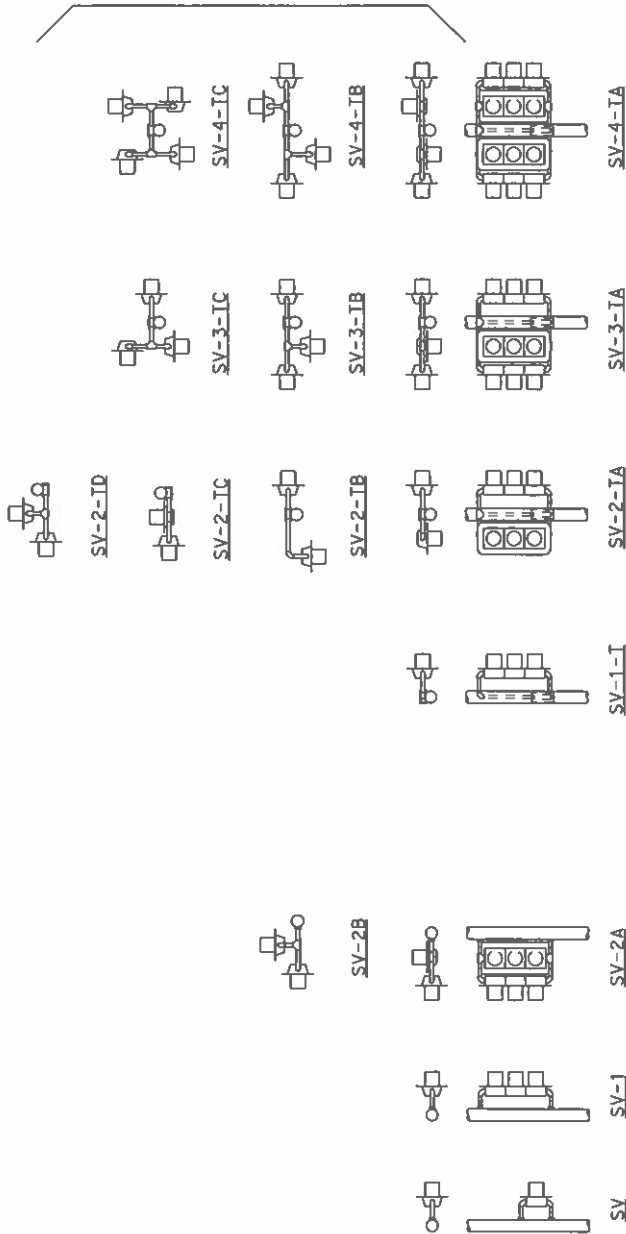
**ES-3C**

DIST.	COUNTY	ROUTE	POST MILES	TOTAL PROJECT	SHEET TOTAL
					NO. SHEETS

August 1, 2022 REGISTERED ELECTRICAL ENGINEER 16455 WILSON AVENUE VAN NUYS, CALIFORNIA 91411 (818) 708-1111 FAX (818) 708-1112 OR AGENT'S SEAL, MUST BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THIS PLAN SHEET.	

PLAN VIEW OF OTHER  
SIDE MOUNTINGS



**ABBREVIATIONS:**

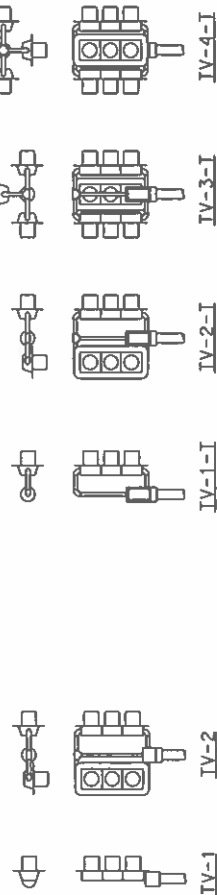
- SV SIDE MOUNTED SIGNAL HEADS
- T TERMINAL COMPARTMENT
- TV TOP MOUNTED SIGNAL HEADS
- 1, 2, 3, 4 NUMBER OF SIGNAL FACES
- A, B, C, D CONFIGURATION OF SIGNALS

**NOTES:**

1. Mountings shall be oriented to provide maximum horizontal clearance to adjacent roadway.
2. See Standard Plans ES-4D and ES-4E for attachment fitting details.

**SIDE MOUNTINGS**

PLAN VIEW OF  
TOP MOUNTINGS



**TOP MOUNTINGS**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**ELECTRICAL SYSTEMS  
(SIGNAL HEAD MOUNTING)**  
NO. SCALE

ES-4A

PROJECT	COUNTY	ROUTE	POST MILES	SHEET	TOTAL SHEETS

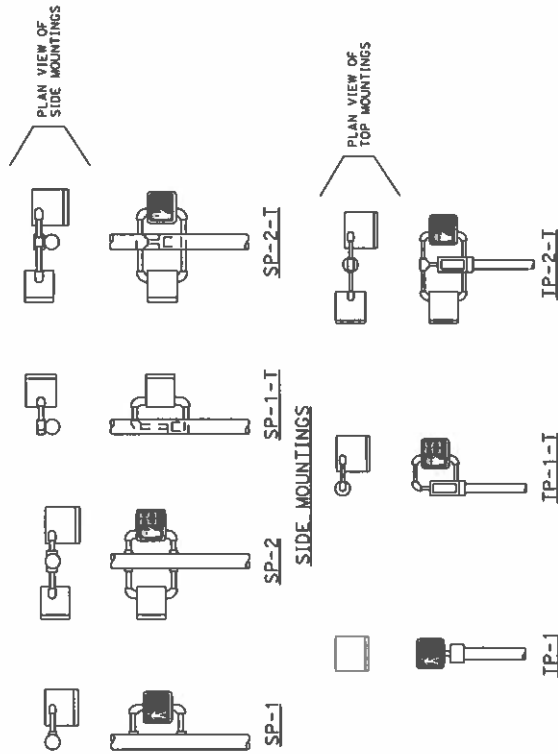
REGISTERED ELECTRICAL ENGINEER August 1, 2022 PLANS APPROVAL DATE THE STATE OF CALIFORNIA ON ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THE COPIES OF THIS PLAN SHEET.	

**NOTES:**

1. Mounting shall be oriented to provide maximum horizontal clearance to adjacent roadway.
2. See Standard Plan ES-40 for attachment fittings details.

**ABBREVIATIONS:**

- 1, 2 NUMBER OF SIGNAL FACES  
 SP SIDE MOUNTED PEDESTRIAN SIGNAL  
 T TERMINAL COMPARTMENT  
 TP TOP MOUNTED PEDESTRIAN SIGNAL



**PEDESTRIAN SIGNAL HEAD MOUNTINGS**

**DETAIL A**



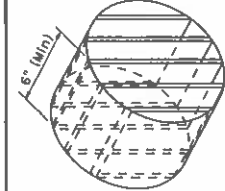
PERSON WALKING INTERVAL    FLASHING UPRAISED HAND INTERVAL    STEADY UPRAISED HAND INTERVAL  
 LED COUNTDOWN PEDESTRIAN SIGNAL FACE MODULE

**DETAIL B**

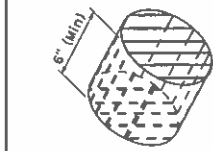
STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**ELECTRICAL SYSTEMS  
 (PEDESTRIAN SIGNAL HEADS)**  
 NO SCALE

**ES-4B**

PLAN	COUNTY	ROUTE	SHEET NO.	TOTAL SHEETS
<p>AL L REGISTERED ELECTRICAL ENGINEER AUGUST 1, 2022 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THIS PLAN SHEET.</p>				



ISOMETRIC VIEW

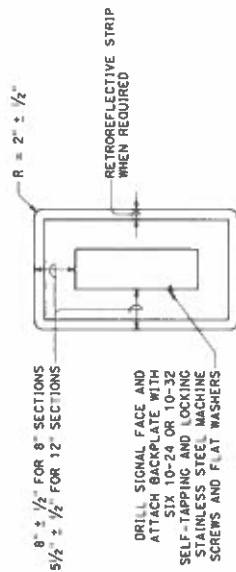


ISOMETRIC VIEW

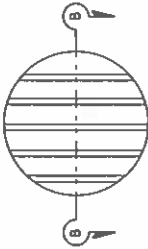


TUNNEL  
FULL CIRCLE  
CAP OR CUT AWAY  
LEFT ANGLE  
(Right angle is reversed of figure)

VISORS



8" AND 12" SECTIONS  
BACKPLATE



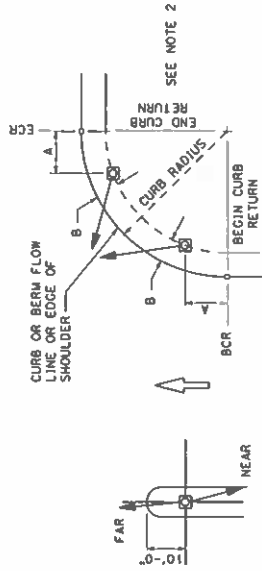
12" DIAMETER  
FRONT VIEW



8" DIAMETER  
FRONT VIEW

DIRECTIONAL LOUVER

Directional louvers shall be oriented and secured in place with one plated brass machine screw and nut.



NOTES:

1. Typical signal pole placement unless dimensioned on plans.
2. For A and B dimensions, see Pole Schedule.

## SIGNAL STANDARD PLACEMENT DIMENSIONS AND EQUIPMENT LOCATIONS



LANE CONTROL



LANE CONTROL



BICYCLE



U-TURN

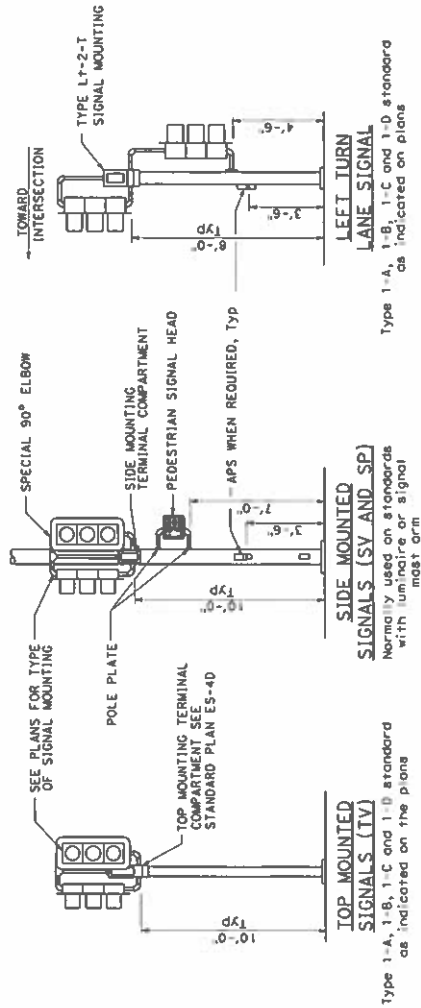
SIGNAL FACES

## ELECTRICAL SYSTEMS (SIGNAL HEADS AND MOUNTINGS)

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

NO SCALE

ES-4C

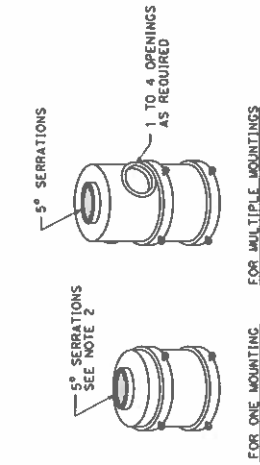


TYPICAL SIGNAL HEAD INSTALLATIONS

DIST.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
				NO. SHEETS

REGISTERED ELECTRICAL ENGINEER AL L. L.	
AUGUST 1, 2022 PLANS APPROVAL DATE THE STATE OF CALIFORNIA AND ITS OFFICERS AND AGENCIES SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION OF THIS PLAN SHEET.	JON L. CANTO EIT 1496 SEP 6-30-22 STATE OF CALIF.



**NOTES:**

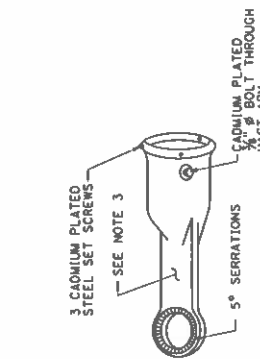
1. After mast arm signal has been plumbed and secured, install slip filter through mast arm in line with slip fitter hole. Place a cadmium plated 3/8"  $\phi$  galvanized bolt with washer under bolt head through hole and secure with washer, nut, and locknut. Seal opening between mast arm mounting and mast arm with mastic.
2. Threaded top mounted slip fitter openings shall be 1/2" NPS. Serrations in fittings shall match those on bottom of signal heads or in lock ring. Top opening shall be offset when backplate is used.
3. Wireway shall have a cross section area of 0.95 square inch minimum. Minimum width of 1/2".

**TOP MOUNTINGS**

For 4 NPS pipe, see Note 2.



One for each signal head, except those with special slip fitter mounting

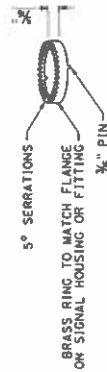


**TYPE MAS**

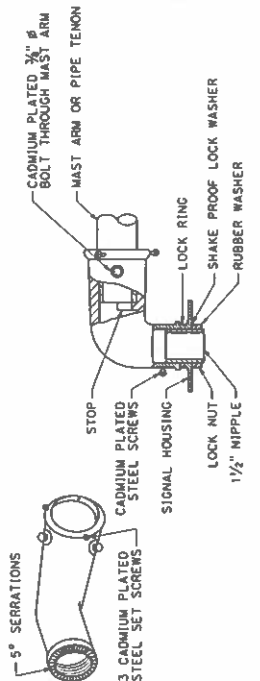
MAST ARM MOUNTING

For 2 NPS pipe, see Note 1.

**SIGNAL SLIP FILTERS**



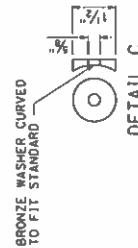
Use where locking ring is not integral with signal housing or fitting.



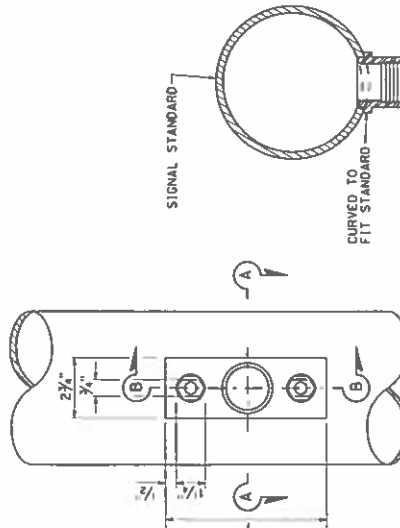
**TYPE MAT**

MAST ARM MOUNTING

For 2 NPS pipe, see Note 1.



**MISCELLANEOUS MOUNTING HARDWARE**

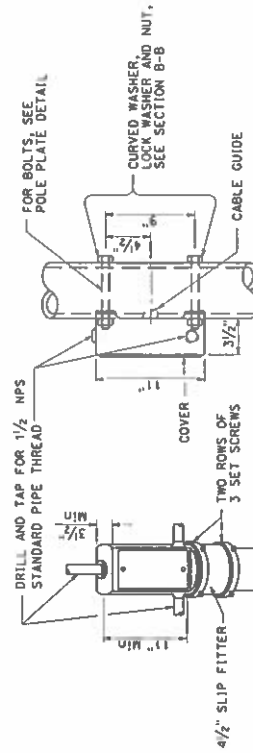


**TOP VIEW**

**SECTION A-A**

**SECTION B-B**

**POLE PLATE FOR SIDE MOUNTED SIGNAL HEAD  
WITHOUT TERMINAL COMPARTMENT**



**TOP MOUNTING**

**SIDE MOUNTING**

**TERMINAL COMPARTMENT**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**ELECTRICAL SYSTEMS  
(SIGNAL HEAD MOUNTING)**

NO SCALE

ES-4D



## PLAN

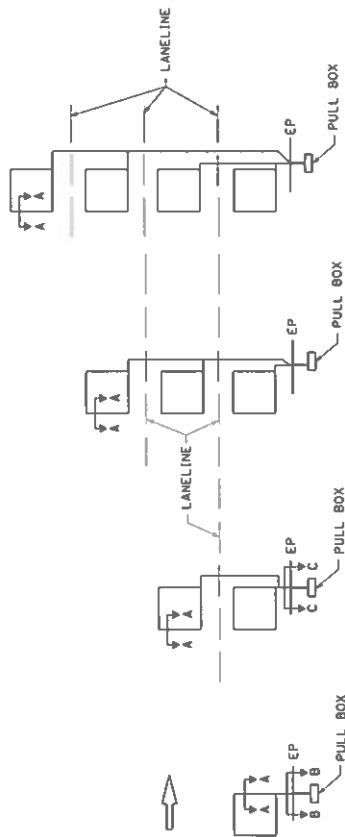


NO SCALE

**ES-4E**

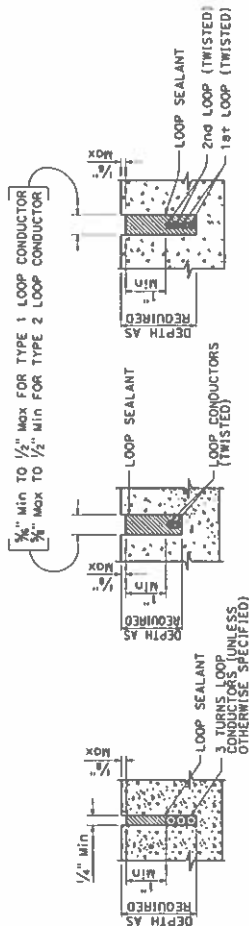
DATE	COUNTY	ROUTE	SHEET NO.	TOTAL SHEETS

**REGISTERED ELECTRICAL ENGINEER**  
 JAMES L. GENTRY  
 EIT 1590  
 August 1, 2022  
 PLANS EXPIRATION DATE  
 AUGUST 1, 2025  
 THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

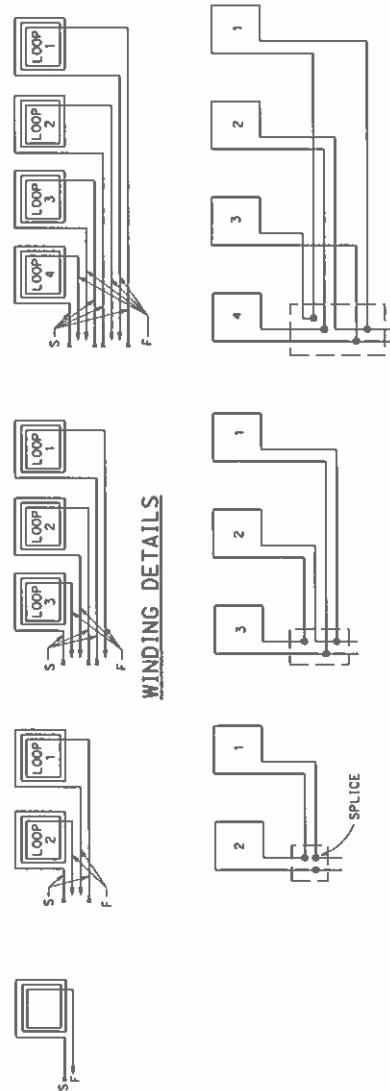


**SAW CUT DETAILS**

Type A loop detector configurations illustrated



**SLOT DETAILS - TYPE 1 AND TYPE 2 LOOP CONDUCTOR**



**TYPICAL LOOP CONNECTIONS**

Dashed lines represent the pull box

**ABBREVIATIONS:**

S - START  
F - FINISH

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**ELECTRICAL SYSTEMS  
 (LOOP DETECTORS)**

NO SCALE

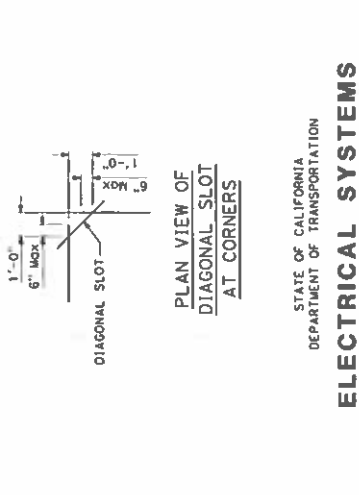
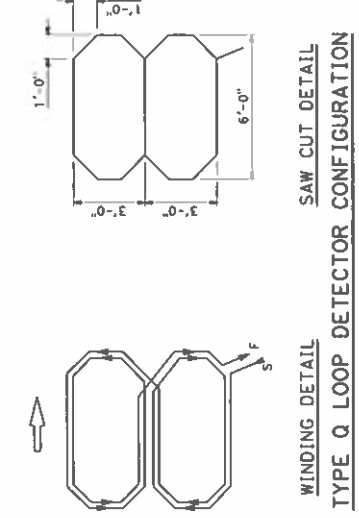
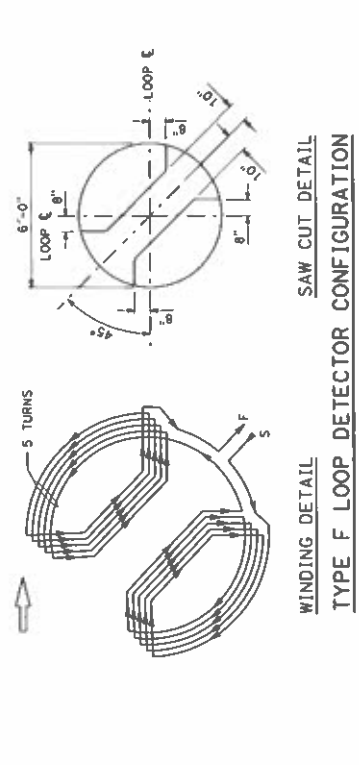
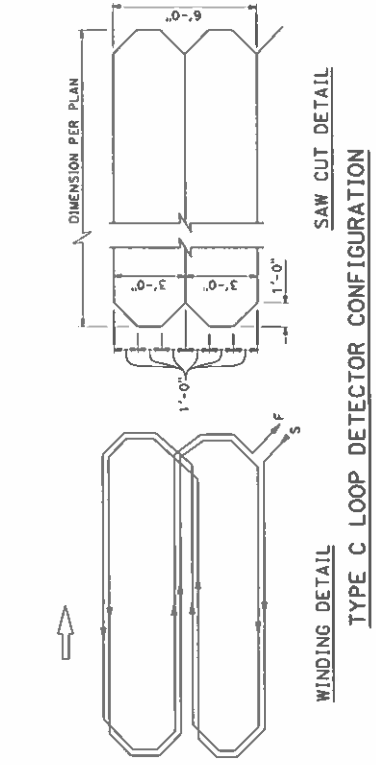
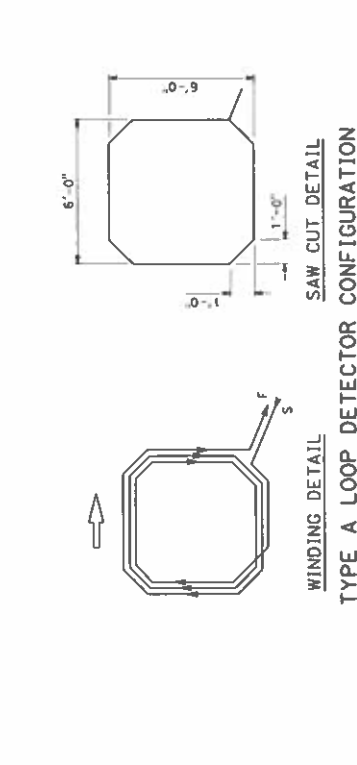
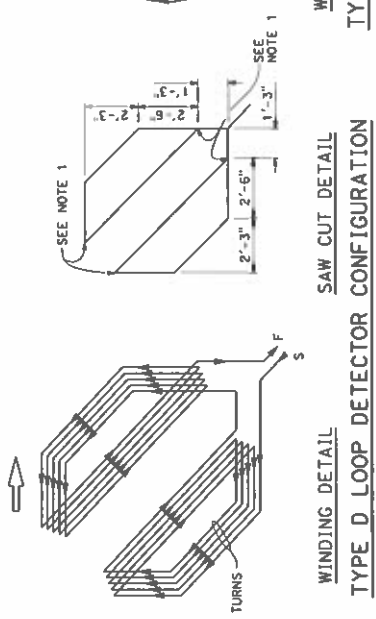
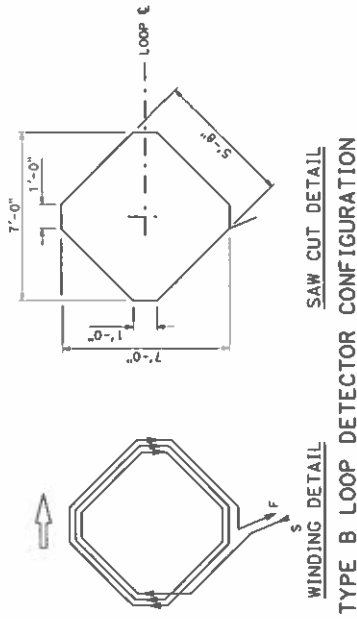
ES-5A

PROJECT NO.	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS

**AL L.**  
REGISTERED ELECTRICAL ENGINEER  
August 1, 2022  
PLANS APPROVAL DATE  
THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
FOR AGENCIES SHALL NOT BE RESPONSIBLE FOR  
THE ACCURACY OF THE INFORMATION CONTAINED  
HEREIN OR THE RESULTS OF ANY TESTS OR  
ANALYSIS OF THIS PLAN SHEET.

**NOTES:**

1. Round corners of acute angle saw cuts to prevent damage to conductors.
2. Typical distance separating loops from edge to edge is 10" for Type A, B, D, E, and F installation in single lane.
3. Use Type D and F loops for limit line detection and bicycle lanes.



**ELECTRICAL SYSTEMS  
(DETECTORS)**

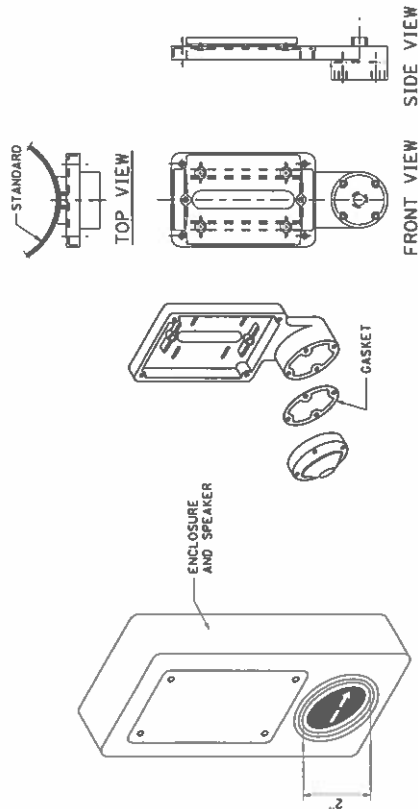
NO SCALE

ES-5B

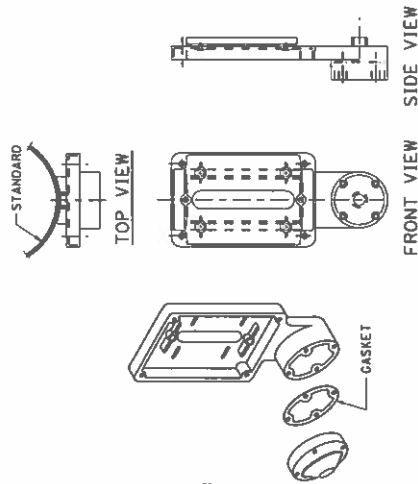
DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

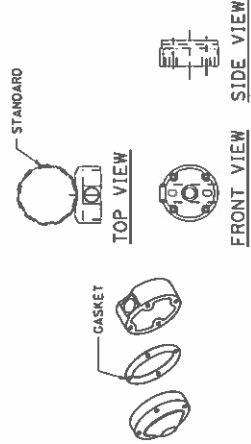
REGISTERED ELECTRICAL ENGINEER <b>AL L. L.</b> AUGUST 1, 2022 PLANS APPROVAL DATE THE STATE OF CALIFORNIA ON ITS OFFICIAL TOP AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY PORTION OF THIS PLAN SHEET.	
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ACCESSIBLE PEDESTRIAN SIGNAL  
DETAIL A



TYPE B PUSH BUTTON ASSEMBLY  
DETAIL B



TYPE C PUSH BUTTON ASSEMBLY  
DETAIL C

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**ELECTRICAL SYSTEMS**  
**(ACCESSIBLE PEDESTRIAN SIGNAL**  
**AND PUSH BUTTON ASSEMBLIES)**

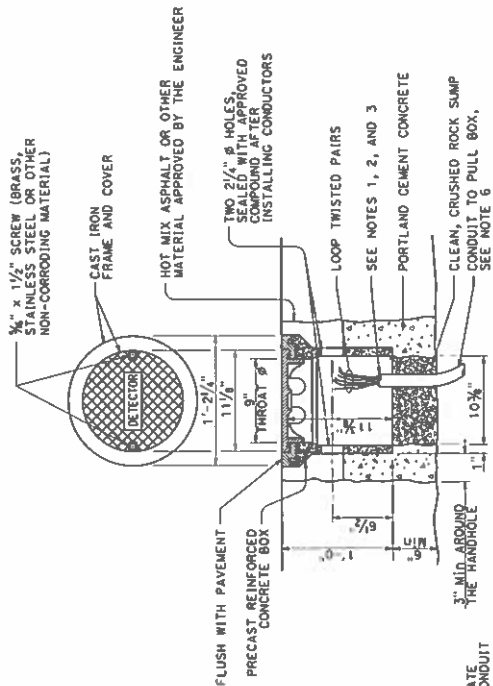
NO SCALE

ES-5C

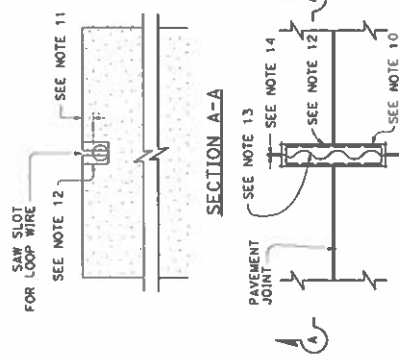
COUNTY	ROUTE	POST MILES	SHEET
AL	1	0.00	1

REGISTERED ELECTRICAL ENGINEER  
AUGUST 1, 2022  
EIT 1480  
THE STATE OF CALIFORNIA OR ITS OFFICERS  
OR AGENTS SHALL NOT BE RESPONSIBLE FOR  
THE CORRECTNESS OR COMPLETENESS OF ANY  
DETAILS OF THIS PLAN SHEET.

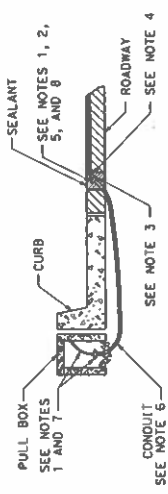
- NOTES:**
- Bushing shall be used at end of conduit.
  - Tap detector conductors 3" each side of bushings.
  - Install duct seal compound to each end of termination conduit before installing sealant.
  - Round all sharp edges where detector conductors have to pass.
  - End of conduit shall be 3/8" below roadway surface.
  - Conduit size  
1" minimum 1 to 2 pairs  
1 1/2" minimum 3 to 4 pairs  
2" minimum 5 or more pairs
  - Splice detector conductors to detector lead-in cable.
  - Location of detector handhole when shown on plans.
  - When the shoulder and traveled way are paved with the same material and there is no joint between them, the conduit shall extend only 2'-0" into the shoulder pavement.
  - 3/4" Type 3 conduit 6" long minimum, plug both ends with duct compound to keep out sealant.
  - 1/2" Minimum between top of conduit and pavement surface.
  - Sawcut shall not exceed 1" in width and 1/8" longer than conduit to be installed.
  - Conductors with 1/2" minimum slack inside conduit.
  - Inductive loop detector saw slot.



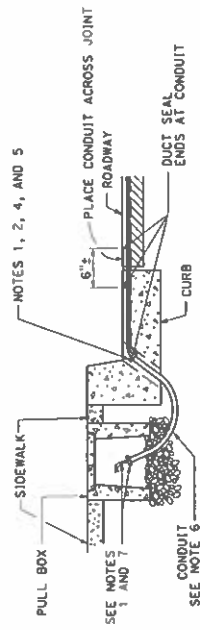
**DETECTOR HANDHOLE DETAIL**



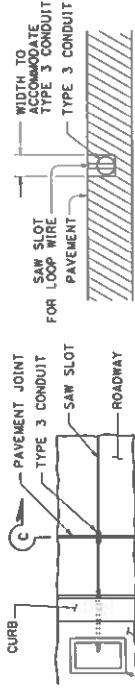
**TYPICAL LOOP LEAD-IN DETAIL AT PAVEMENT JOINT**



**CURB TERMINATION DETAIL TYPE A**

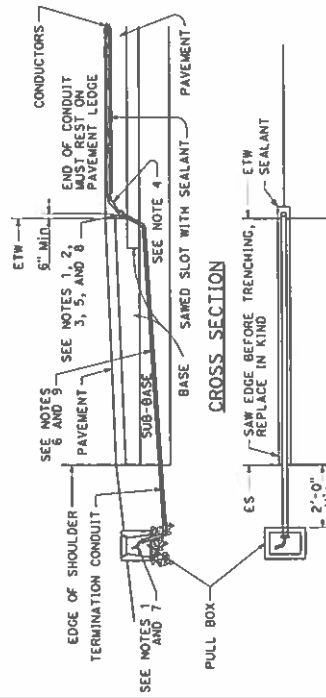


**CURB TERMINATION DETAIL TYPE B**



**CROSS SECTION**

**CURB TERMINATION DETAIL TYPE B**



**SHOULDER TERMINATION DETAILS**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**ELECTRICAL SYSTEMS  
(CURB AND SHOULDER TERMINATION,  
TRENCH, AND HANDHOLE DETAILS)**  
NO SCALE

**ES-5D**

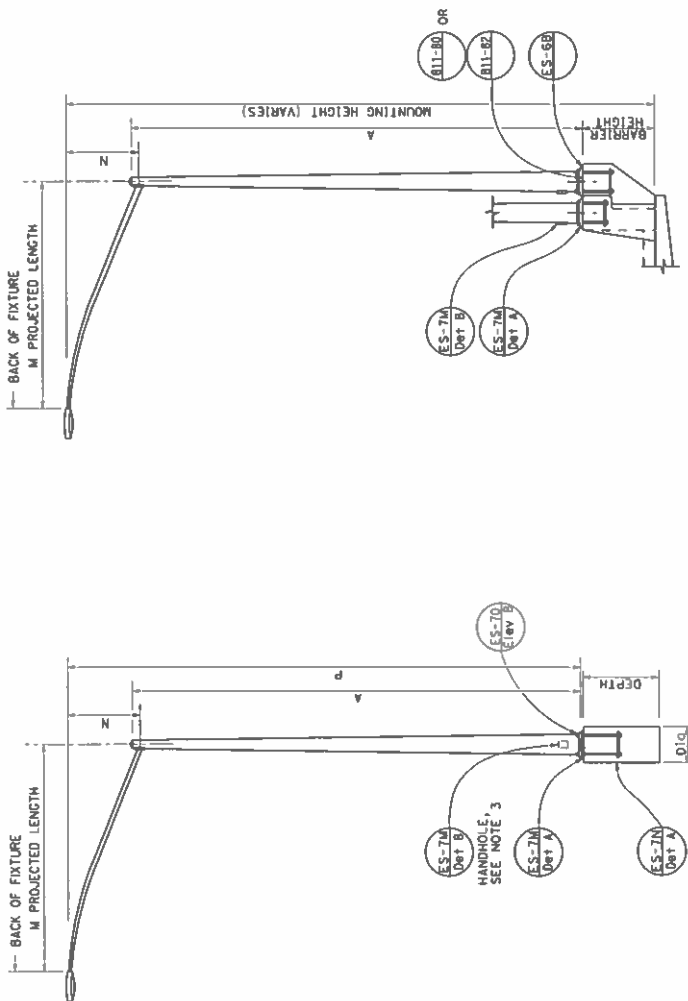
18181 COUNTY ROUTE TOTAL MILES 10.000  
MILES 10.000 TOTAL, PROPOSED MILES 10.000

*Blair A. Jones*  
REGISTERED CIVIL ENGINEER

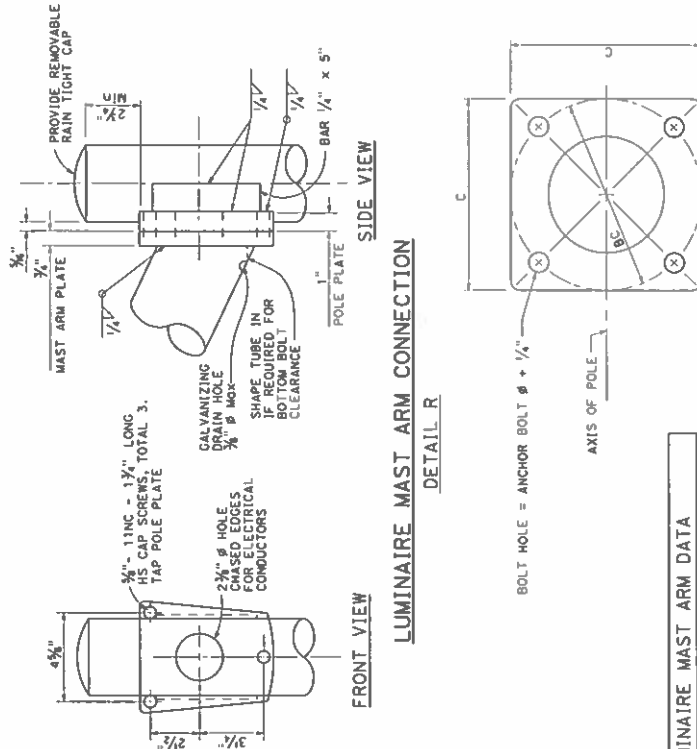
AUGUST 11, 2022 PLANS APPROVAL DATE

THE STATE OF CALIFORNIA ON 11/07/2022  
BY AARON SMITH, MGR. OF REGISTRATION FOR  
REGISTERED PROFESSIONAL ENGINEERS  
COUNTY OF THIS MAP SHEET.

REGISTERED PROFESSIONAL ENGINEER  
AARON L. SMITH  
STATE OF CALIFORNIA  
NO. 10238  
EXPIRATION DATE 01/01/2025



TYPE 15 AND TYPE 21 BARRIER RAIL MOUNTED  
ELEVATION B



BASE PLATE  
DETAIL A

LUMINAIRE WAST ARM DATA				
P	NOMINAL THICKNESS	W/O OD AT POLE	N RISE	M PROJECTED LENGTH
TYPE 15	31'-6"	3/4"	2'-0"	6'-0"
TYPE 21	36'-6"	3/4"	2'-6"	8'-0"
	32'-0"	3/2"	2'-6"	8'-0"
	37'-9"		3'-3"	10'-0"
	37'-9"		4'-3"	12'-0"
	38'-9"		4'-3"	12'-0"
	38'-9"	4 1/2"	4'-9"	12'-0"

POLE TYPE	POLE DATA			BASE PLATE DATA				CIDH PILE FOUNDATION		
	A HEIGHT	BASE	Min OD	WALL THICKNESS	C	BC * BOLT CIRCLE	THICKNESS	ANCHOR BOLT SIZE	Diø	DEPTH
15	30'-0"	8"	3 1/4"	0.1196"	1'-0"	1" ø x 36"	1 1/2"	1" ø x 36"	2'-6"	6'-0"
21	35'-0"	8 3/4"	3 1/2"	0.1793"	1'-0"	1 1/2" ø x 36"	2"		7'-0"	

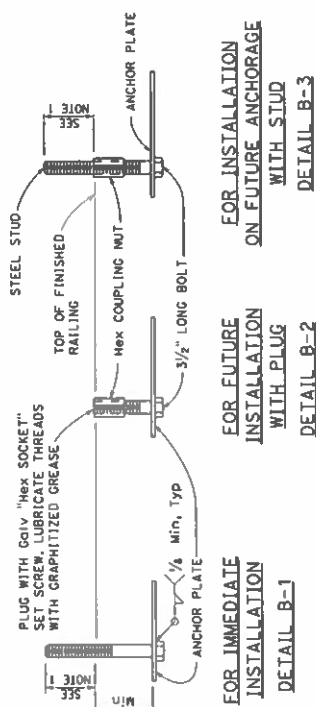
\* FOR BARRIER RAIL BOLTS. SEE STANDARD PLAN ES-6B.

## NOTES:

1. ☐ indicates mast arm length to be used unless otherwise noted on the plans.
2. For Type 15-SB, use Type 15 standard with Type 30 slip base plate detail, see Standard Plan ES-87.
3. Handhole shall be located on the downstream side of traffic.
4. For additional notes and details, see Standard Plans ES-7n and ES-7n.

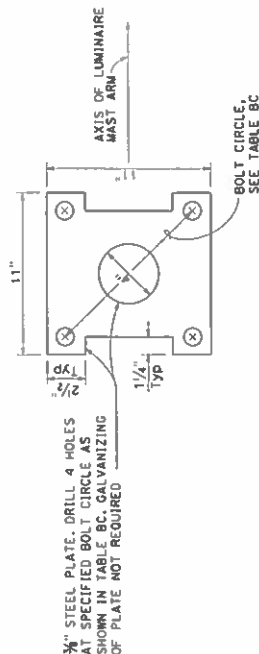
NOTES:

1. Anchor bolt or stud length shall be such that thread extends  $\frac{1}{2}$ " minimum above nut on level base plate after grouting. See Detail N.
2. Electrolier anchor bolts shall be held in position for pouring by means of anchor plates and suitable templates. Deviation from the true position, vertical and height shall not exceed  $\frac{1}{8}$ ".
3. See railing sheets for reinforcement and structural details at electroliers and pull boxes.

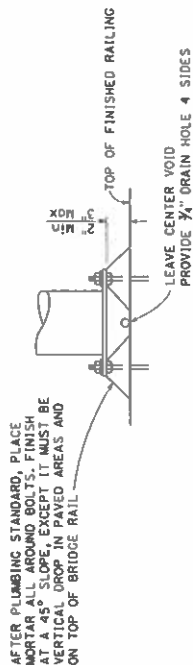


## ELECTROLIER ANCHORAGES

### DETAIL B



## ANCHOR PLATE



## GROUTING AT ELECTROLIER

DETAIL N



TABLE BC				
TYPE	BC = BOLT CIRCLE	ANCHOR BOLT DIAMETER	COUPLING NUT BASIC LENGTH	SET SCREW LENGTH DETAIL B-2
15	1'-0"	1"	3"	1 1/2"
22		1 1/4"	3 3/4"	1 7/8"
25		1 1/2"	4"	2"

**ELECTRICAL SYSTEMS  
(ELECTROLIER ANCHORAGE  
AND GROUTING FOR  
TYPE 15 AND TYPE 21  
BARRIER RAIL MOUNTED)**

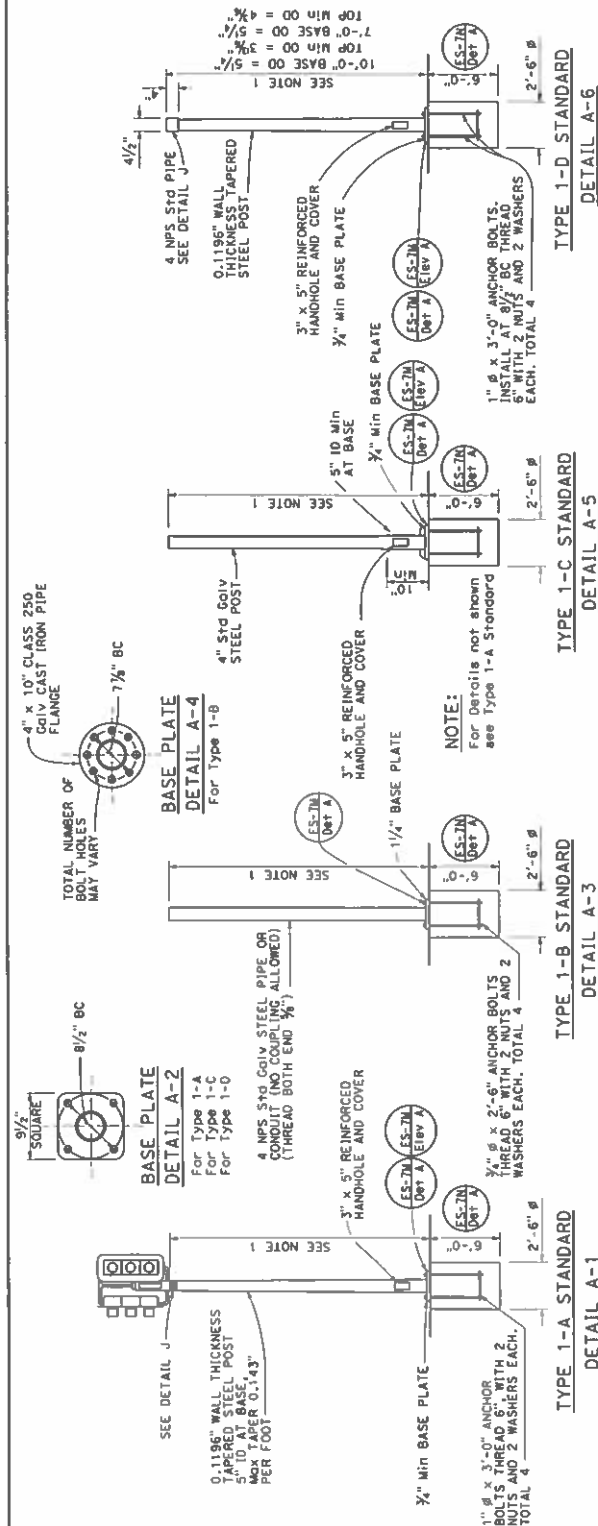
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**NO SCALE**

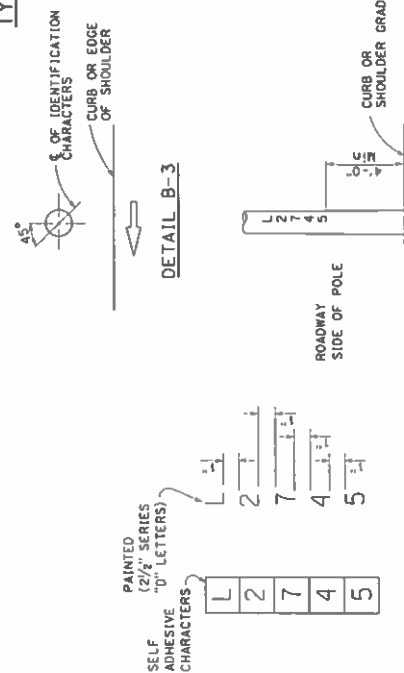
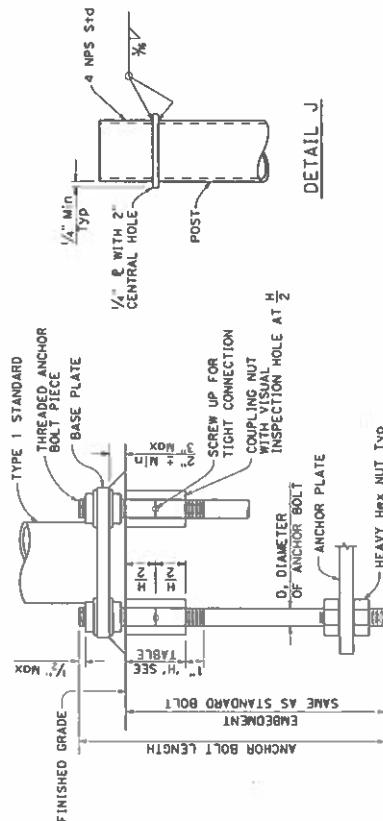
ES-6B

DIST.	COUNTY	ROUTE	POSTAL MILLS TOTAL, PROJ. AC.	SHEET NO. TOTAL SHEETS
 <b>STANLEY R. JOHNSON</b> REGISTERED CIVIL ENGINEER				
AUGUST 1, 2022 IN HIS APPROVAL DATE			THE STATE OF CALIFORNIA ON 25.08.2022 BY THE COUNTY CLERK COUNTY OF FRESNO COUNTY OF FRESNO, CALIF.	

NOTES:



COUPLING NUT TABLE	
BOLT DIAMETER	NUT TABLE THICKNESS 'H'
$\frac{3}{4}$ "	$2\frac{1}{4}$ "
1"	$2\frac{1}{2}$ "



**ELECTRICAL SYSTEMS  
(SIGNAL AND LIGHTING STANDARD, TYPE 1  
AND EQUIPMENT IDENTIFICATION CHARACTERS)**

NO SCALE

**ES-7B**



2.  $\Delta$  = Luminaire mast arm skew  $-90^\circ$  or  $+90^\circ$  or default  $0^\circ$

POLE TYPE	LOAD CASE	WIND VELOCITY (mph)	POLE DATA					BASE PLATE DATA			CIDH PILE FOUNDATION				
			A HEIGHT	Min OD BASE	THICKNESS	ALTERNATIVE SECTION 8 LENGTH	C	BC = BOLT CIRCLE	THICKNESS	ANCHOR BOLT SIZE	LUMINAIRE MAST ARM	SIGNAL MAST ARM	Dia	DEPTH	
16-1-100		18'-6"	12"	9 3/4"	None	None	1'-6"	1'-4"	2"	1 3/4" ø x 42"	NONE	15'-0"	20'-0"	3'-0"	9'-0"
18-1-100	1	17'-0"	10'-0"	9 3/4"	None	0.2391"	None	1'-6"	1'-4"	2"	1 3/4" ø x 42"	NONE	15'-0"	20'-0"	3'-0"
18-1-100		30'-0"	14"	9 3/4"	OR 0.25"	11 1/6"	9 3/4"	1'-8"	2"	2" ø x 42"	6'-15"	12'-0"	28'-0"	3'-6"	10'-0"
19A-1-100		35'-0"		9"	15'-0"	9"	9"	1'-10"	2"	2" ø x 42"	6'-15"	15'-0"			

☐ INDICATES MAST ARM LENGTH TO BE USED UNLESS OTHERWISE NOTED ON PLANS.

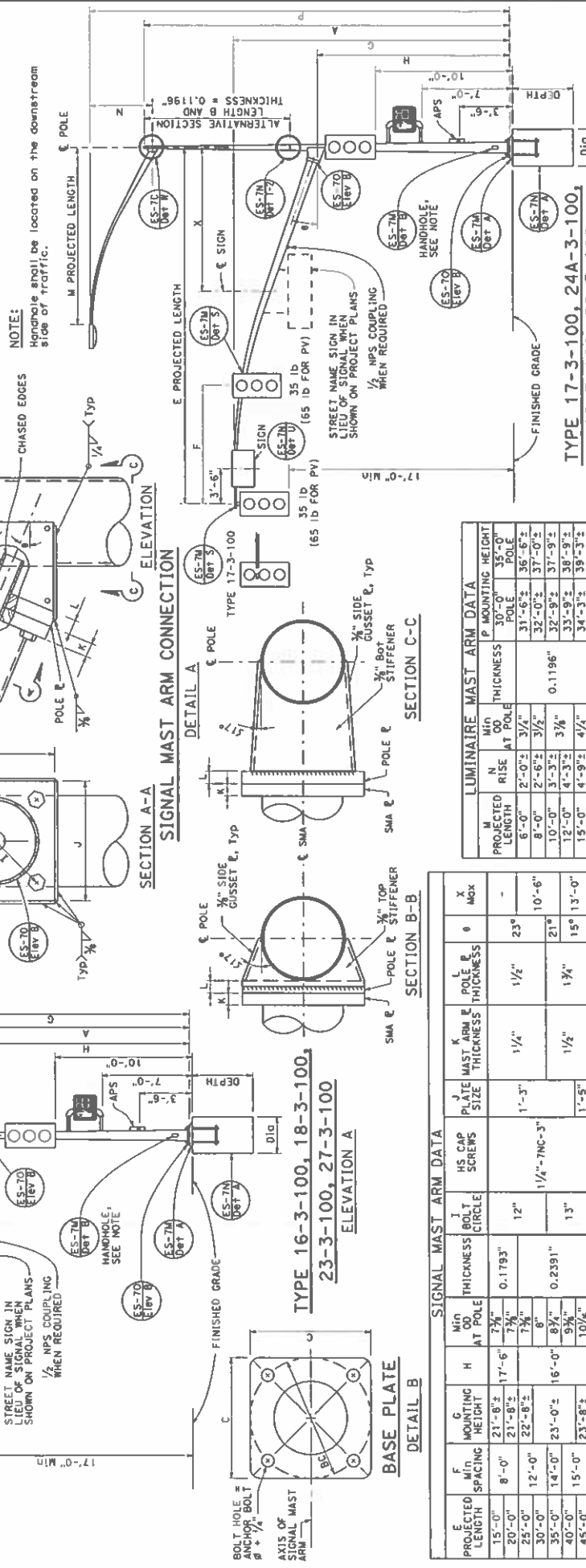
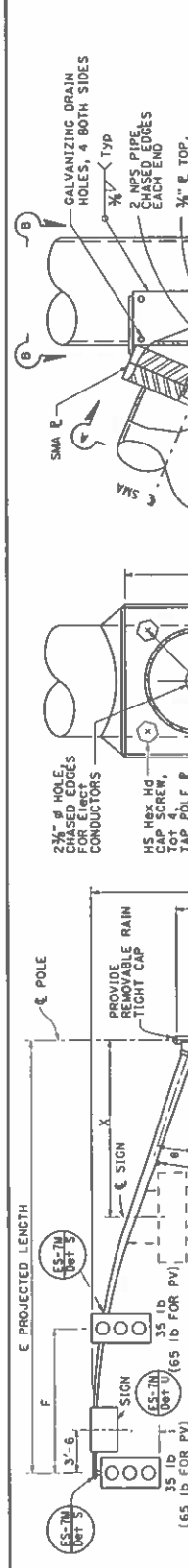


**NO SCALE**

**ES-7D**

[Return to Table of Contents](#)

DIST. COUNTY ROUTE POST MILES TOTAL PROJECT SHEET NO. SHEETS  
 AUGUST 1, 2022  
 PLANS APPROVED DATE  
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
 REGISTERED CIVIL ENGINEER  
 STATE OF CALIFORNIA  
 NO. 51739  
 EXPIRATION DATE  
 08/01/2025



ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING STANDARD, CASE 3 SIGNAL MAST ARM LOADING, WIND VELOCITY=100 MPH AND SIGNAL MAST ARM LENGTHS 15' TO 45')										NO SCALE	
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION											
19A-3-100, 26A-3-100, 24-3-100 ELEVATION B											
19-3-100, 26-3-100,											
POLE TYPE	LOAD CASE	WIND VELOCITY (mph)	POLE DATA			BASE PLATE DATA			LUMINAIRE MAST ARM	SIGNAL MAST ARM	CIDH PILE FOUNDATION
			A HEIGHT	Min OD	TOP	THICKNESS	ALTERNATIVE SECTION B LENGTH	C			
16-3-100			18'-6"	13 1/2"							
17-3-100			30'-0"	11 3/4"							
18-3-100			17'-0"	13 1/2"							
19-3-100			17'-0"	11 3/4"							
19A-3-100	3	100	35'-0"	16"							
23-3-100		17'-0"	13 1/2"	0.2391" OR 0.25"	10'-0"	13 3/8"	11 3/4"				
24-3-100		30'-0"	11"	0.3125"	15'-0"	13 3/8"	11"	1'-9"	3"	2 1/4" $\phi$ x 42"	
26-3-100		35'-0"	13 1/2"	0.3125"	10'-0"	13 3/8"	11 3/4"	1'-11"			
26A-3-100			35'-0"	18"							
27-3-100			17'-0"	15 1/2"							



**ELECTRICAL SYSTEMS  
(SIGNAL AND LIGHTING STANDARD,  
CASE 4 SIGNAL MAST ARM LOADING,  
WIND VELOCITY=100 MPH AND SIGNAL  
MAST ARM LENGTHS 25' TO 45')**

NO SCALE

**ES-7F**

E PROJECTED LENGTH	F MIN SPACING	G MOUNTING HEIGHT	H	I MIN OD AT POLE
25'-0"	10'-0"	22'-8"		7 1/2"
30'-0"	12'-0"			8"
35'-0"	14'-0"	23'-0"	16'-0"	8 1/2"
40'-0"				9 1/2"
45'-0"	15'-0"	per pole		9 3/4"

POLE TYPE	LOAD CASE	WIND VELOCITY (mph)	POLE DATA					BASE PLATE DATA				LUMINAIRE MAST ARM	SIGNAL MAST ARM	CIDH PILE FOUNDATION	
			A HEIGHT	Min OD BASE	Min OD TOP	THICKNESS	ALTERNATIVE SECTION B LENGTH	TOP	BC OF BOLT CIRCLE	C	THICKNESS			ANCHOR BOLT SIZE	Dia
18-4-100			17'-0"	13%	0.2391"	10'-0"	13%	11 1/4"				NONE	25'-0"		12'-0"
19-4-100			30'-0"	11 1/4"	OR 0.25"	15'-0"	13%	11"				5'-15"	50'-0"		
19A-4-100			35'-0"	16"								NONE			
23-4-100	4	100	17'-0"	13%		10'-0"	13%	11 1/4"				5'-15"	12'-0"		
24-4-100			30'-0"	11 1/4"	0.3125"	10'-0"	15%	13 1/4"				5'-15"	35'-0"		
24A-4-100			35'-0"	16"		15'-0"	13%	11"				5'-15"			
26-4-100			30'-0"	13%		10'-0"	15%	13 1/4"				5'-15"	12'-0"		
26A-4-100			35'-0"	18"		15'-0"	15%	13"				5'-15"			
27-4-100			17'-0"	15%		10'-0"	15%	13"	2'-1"	1'-11"		NONE	45'-0"		13'-0"

☐ INDICATES MAX ARM LENGTH TO BE USED UNLESS OTHERWISE NOTED ON PLANS.

DATE COUNTY ROUTE POST MILES TOTAL PROJECT SHEETS

August 1, 2022

REGISTERED CIVIL ENGINEER

DESIGN DATE

DESIGNED BY

CHECKED BY

APPROVED BY

NOTES:

1. ALL DIMENSIONS ARE IN FEET AND INCHES.

2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

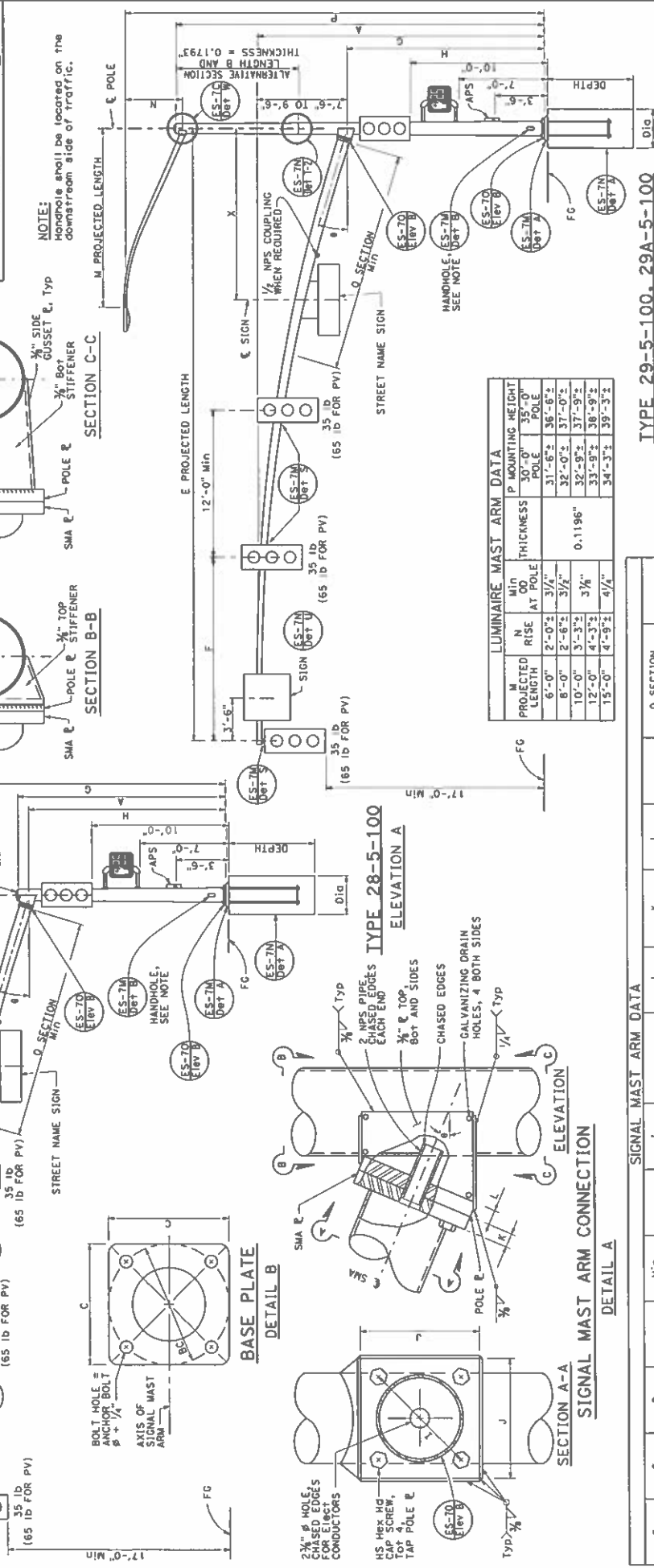
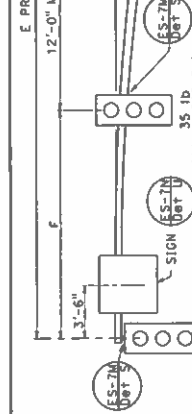
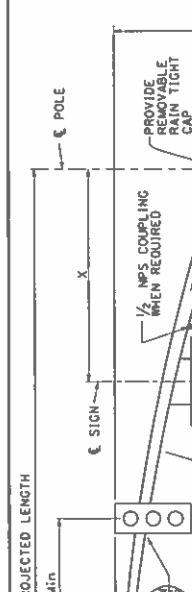
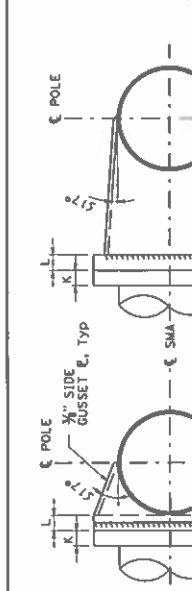
6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

8. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.



TYPE 29-5-100, 29A-5-100 ELEVATION B									
LUMINAIRE MAST ARM DATA									
M	N	P	THICKNESS	MIN	MAX				
PROJECTED LENGTH	RISE AT POLE	LENGTH	AT POLE	THICKNESS	LENGTH				
6'-0"	2'-0"	3'-0"	3/4"	0.1196"	14'-0"				
8'-0"	2'-6"	3'-6"	3/4"	0.1196"	14'-0"				
10'-0"	3'-0"	3'-0"	3/4"	0.1196"	14'-0"				
12'-0"	3'-6"	3'-6"	3/4"	0.1196"	14'-0"				
15'-0"	4'-0"	4'-0"	4/4"	0.1196"	14'-0"				

SIGNAL MAST ARM DATA									
E	F	G	H	I	J	K	L	M	N
PROJECTED LENGTH	MIN SPACING	MIN MOUNTING HEIGHT	MIN OD AT POLE	THICKNESS	BOLT CIRCLE	HS CAP SCREWS	HS CAP THICKNESS	MAST ARM THICKNESS	POLE THICKNESS
55'-0"	15'-0"	23'-7 1/2" TO 25'-7 1/2"	16'-0"	0.1793"	16"	1 1/2"-8NC-3/4"	1 1/4"	1 1/4"	14'-0"
55'-0"	15'-0"	23'-7 1/2" TO 25'-7 1/2"	16'-0"	0.1793"	16"	1 1/2"-8NC-3/4"	1 1/4"	1 1/4"	14'-0"

POLE DATA									
POLE TYPE	WIND LOAD CASE	WIND VELOCITY (MPH)	HEIGHT (FEET)	MIN OD	THICKNESS	ALTERNATIVE SECTION	MIN OD	THICKNESS	HEIGHT (FEET)
28-5-100	5	100	17'-0"	17 1/4"	0.375"	10'-0"	17 1/4"	0.375"	17'-0"
29-5-100	5	100	30'-0"	22"	0.375"	10'-0"	22"	0.375"	30'-0"
29A-5-100	5	100	35'-0"	22"	0.375"	10'-0"	22"	0.375"	35'-0"

BASE PLATE DATA									
POLE TYPE	WIND LOAD CASE	WIND VELOCITY (MPH)	HEIGHT (FEET)	MIN OD	THICKNESS	ALTERNATIVE SECTION	MIN OD	THICKNESS	HEIGHT (FEET)
28-5-100	5	100	17'-0"	17 1/4"	0.375"	10'-0"	17 1/4"	0.375"	17'-0"
29-5-100	5	100	30'-0"	22"	0.375"	10'-0"	22"	0.375"	30'-0"
29A-5-100	5	100	35'-0"	22"	0.375"	10'-0"	22"	0.375"	35'-0"

CIVIL PILE FOUNDATION									
POLE TYPE	WIND LOAD CASE	WIND VELOCITY (MPH)	HEIGHT (FEET)	MIN OD	THICKNESS	ALTERNATIVE SECTION	MIN OD	THICKNESS	HEIGHT (FEET)
28-5-100	5	100	17'-0"	17 1/4"	0.375"	10'-0"	17 1/4"	0.375"	17'-0"
29-5-100	5	100	30'-0"	22"	0.375"	10'-0"	22"	0.375"	30'-0"
29A-5-100	5	100	35'-0"	22"	0.375"	10'-0"	22"	0.375"	35'-0"



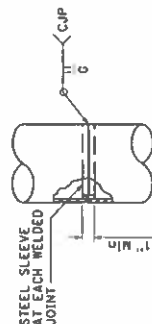
555

[illegible]

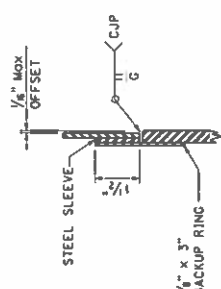
**DETA**



**DETAIL I**



**FOR POLES TO BE INSTALLED ON EXISTING FOUNDATION:**  
Verify bolt circles, anchor bolt sizes and dependent dimensions for poles to be installed on existing foundations before fabricating the poles.



FOR UNIFORM PIPE THICKNESS AT PIPE THICKNESS CHANGE  
 DETAIL T-1 DETAIL T-2

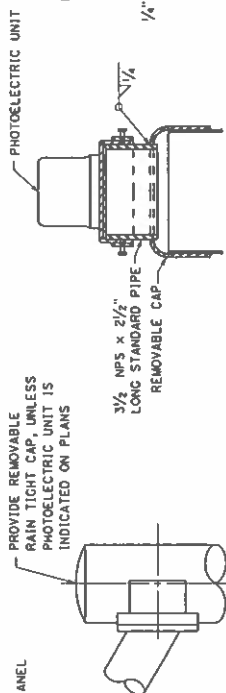
**REINFORCED PILE**



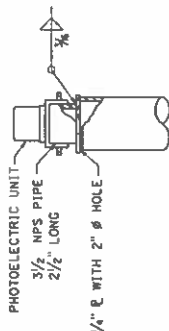
DETAIL A

CIDH REINFORCING AND INSPECTION PIPE SCHEDULE			
CIDH DIAMETER	VERTICAL BARS	SPIRAL	INSPECTION PIPE
2 ft	8-5	#4 AT 6	2
2.5 ft	10-6		4 *
3 ft	12-8	#5 AT 6	4
3.5 ft	14-8		5
4 ft	16-9	2-#4 AT 7	5
4.5 ft	18-9	2-#5 AT 7	5
5 ft	22-10	2-#5 AT 7	6
6 ft	26-11	2-#6 AT 7	7

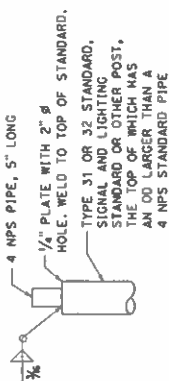
FOR SLIP BASE VERSIONS WITH 3 ANCHOR BOLTS  
USE 3 INSPECTION PIPES.



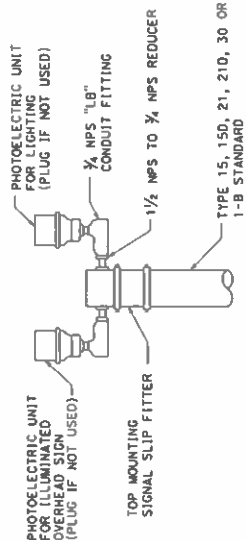
### MOUNTING ADAPTER FOR PHOTOELECTRIC UNIT



ALTERNATIVE  
MOUNTING ADAPTER  
DETAIL B-3



DETAIL C-1



DETAIL C-2

## DUAL PHOTOELECTRIC UNIT MOUNTING DETAIL

DETAIL C

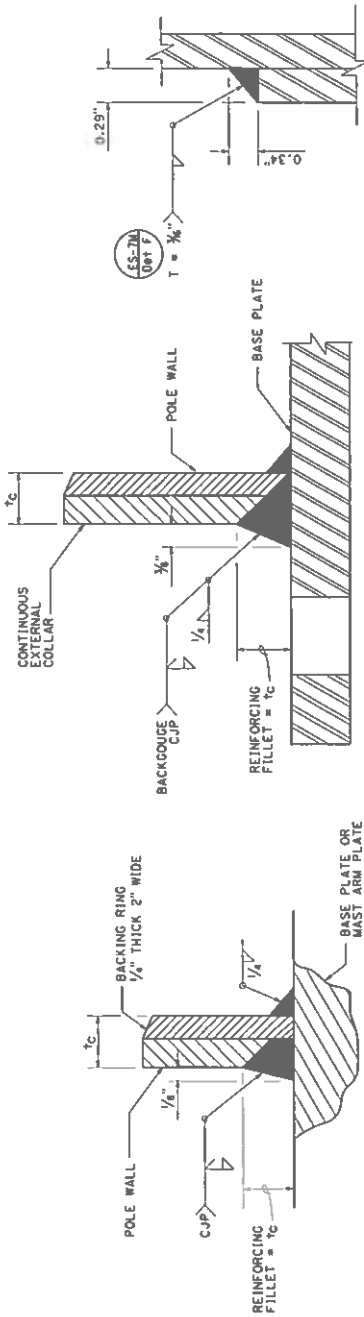
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**ELECTRICAL SYSTEMS  
(SIGNAL AND LIGHTING STANDARD,  
DETAIL No. 2)**

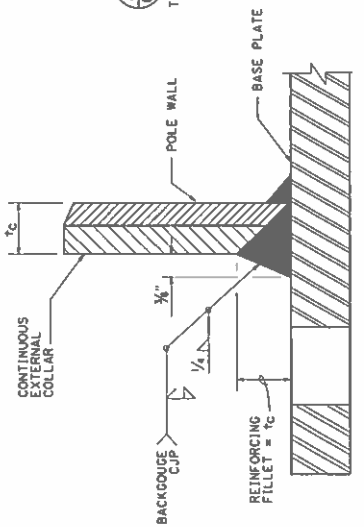
NO SCALE

**ES-7N**

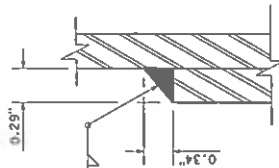
DIS+ COUNTY	ROUTE	POST MILE	PROJECT NO.	DATE
<p>August 1, 2022</p> <p>PLANS APPROVAL DATE</p> <p>REGISTERED CIVIL ENGINEER</p> <p>August 1, 2022</p> <p>ES-70</p> <p>NO SCALE</p>				



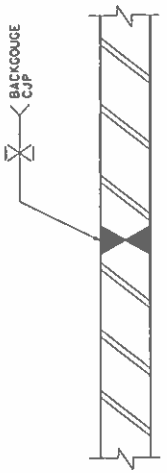
DETAIL B



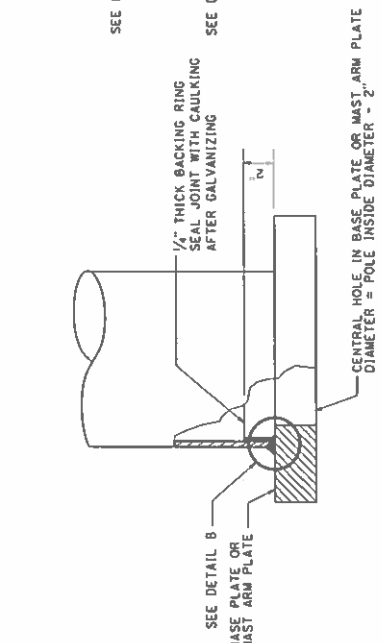
DETAIL C1



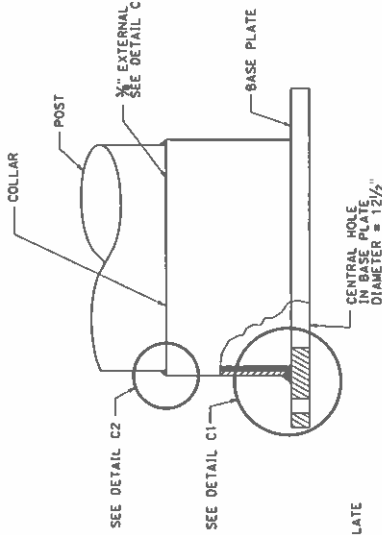
DETAIL C2



DETAIL C3

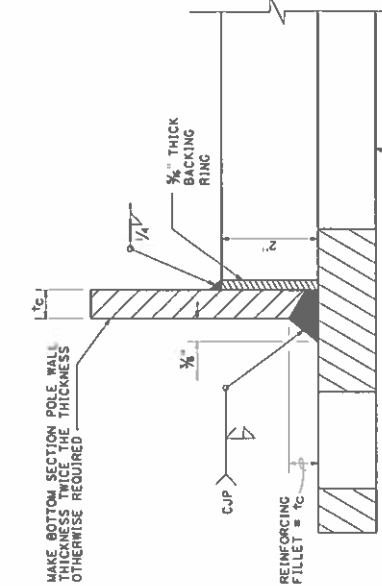


ELEVATION B



ELEVATION C



For alternative base, see Detail C4

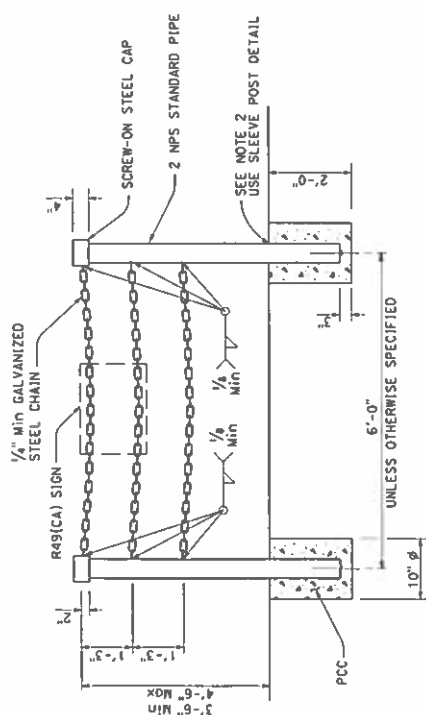


DETAIL C4

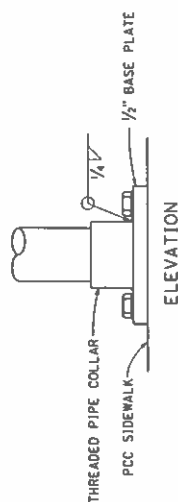
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**ELECTRICAL SYSTEMS  
(SIGNAL AND LIGHTING STANDARD,  
DETAIL No. 3)**  
NO SCALE

ES-70

DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEETS NO. SHEETS
 Stanley Johnson REGISTERED CIVIL ENGINEER				
August 1, 2022 PLANS APPROVAL DATE			THE STATE OF CALIFORNIA AND ITS OFFICERS DO NOT GUARANTEE THE ACCURACY OF THE INFORMATION ON THIS PERMIT AND THE INFORMATION ON THIS PERMIT IS THE PROPERTY OF THE STATE OF CALIFORNIA	



TYPE II  
DETAIL A



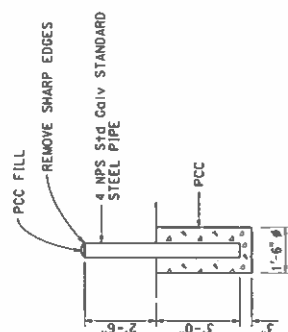
ELEVATION



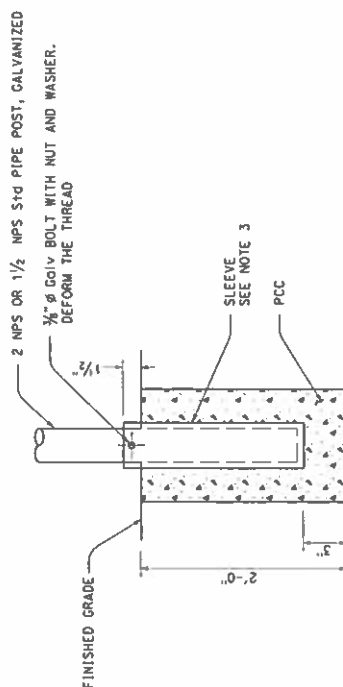
## PLAN

### POST ANCHORAGE DETAIL

**DETAIL D**



GUARD POST  
DETAIL B



### SLEEVE POST DETAIL

USE UNLESS OTHERWISE SPECIFIED OR SHOWN ON PLANS

## DETAIL E

- NOTES:

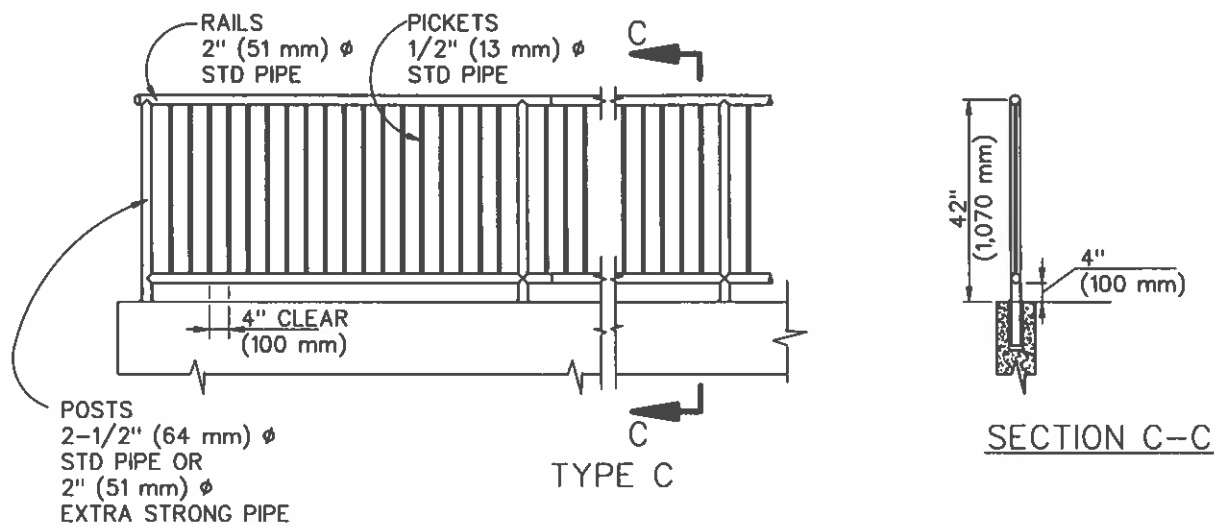
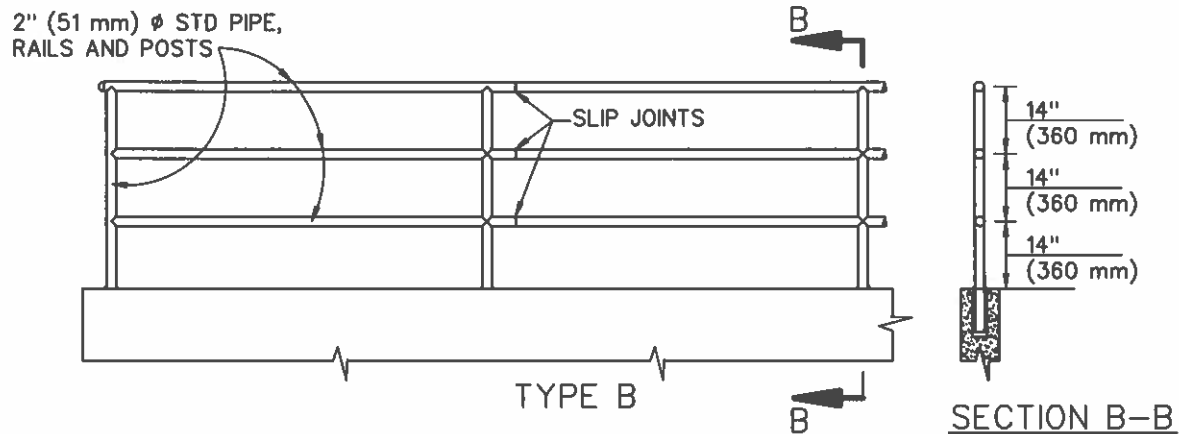
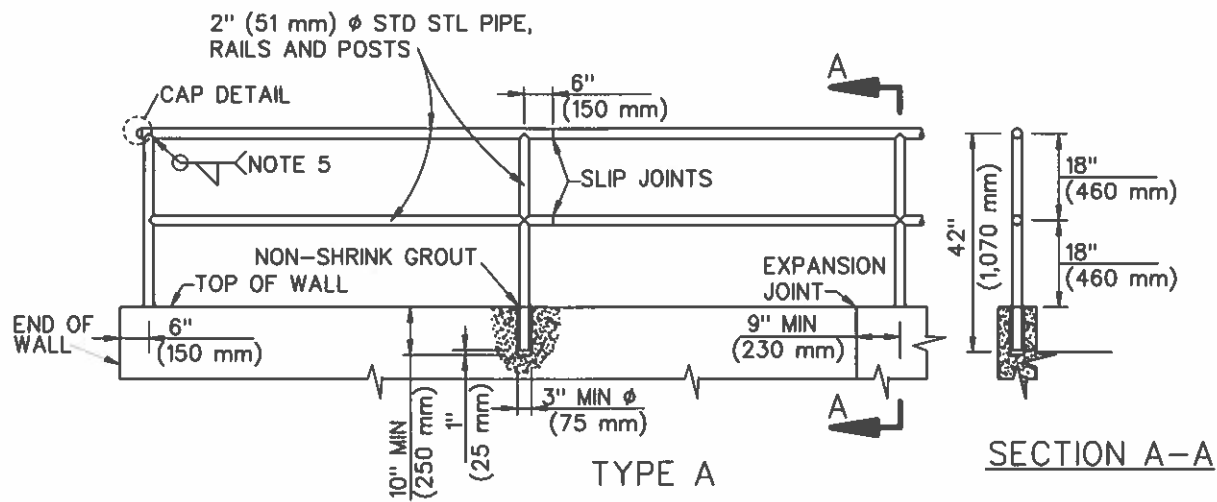
1. Pipe post to be set 1'-6" back from face of curb unless otherwise specified.
  2. Where barricade posts are installed in existing concrete sidewalk, the post may be anchored to the sidewalk as shown in the "Post Anchorage Detail". Bolt circle diameter shall be 4" minimum for Type I barricade and 5" minimum for Type II barricade.
  3. Steel sleeve shall be constructed with an inside diameter  $\frac{1}{16}$ " larger than the post's outside diameter. Wall thickness of sleeve shall be same as post or larger.
- Alternative details may be submitted for approval by the Engineer.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**ELECTRICAL SYSTEMS  
(PEDESTRIAN BARRICADES)**

NO SCALE

**ES-70**



ELEVATION

SEE CALIFORNIA BUILDING CODE  
FOR HANDRAIL AND OTHER REQUIREMENTS  
FOR HANDICAPPED ACCESSIBLE RAMPS OTHER  
THAN CURB RAMPS

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1993  
REV. 1996, 2006, 2009, 2013, 2021

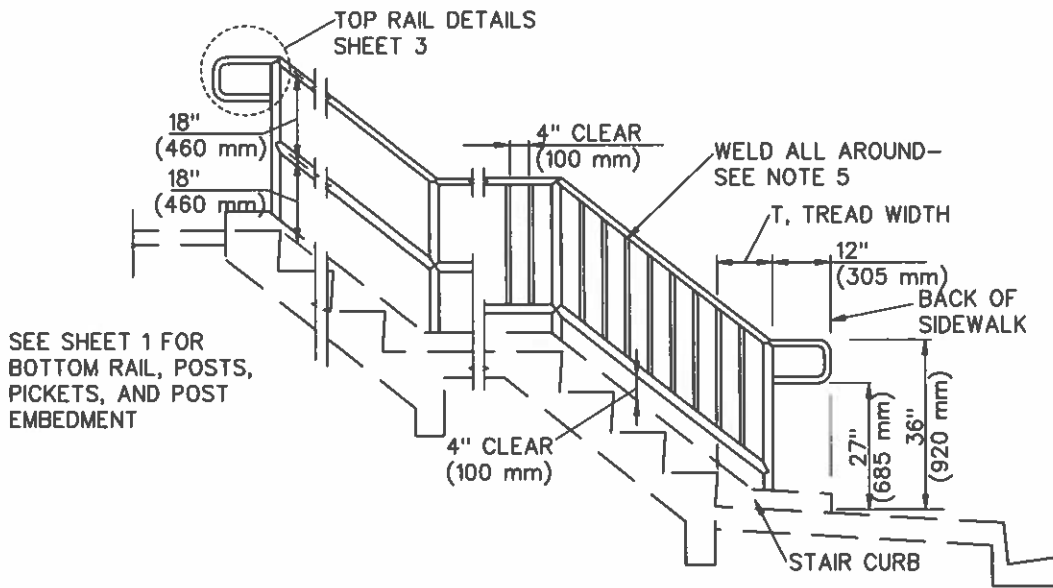
METAL HAND RAILINGS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

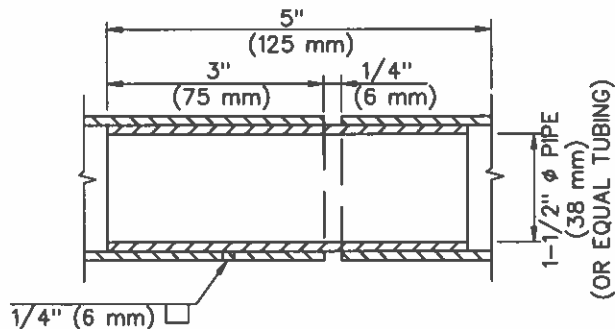
606-5

SHEET 1 OF 3

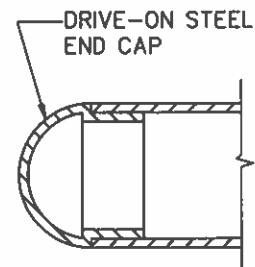


TYPE A      TYPE C

HANDRAIL INSTALLATION ON STAIRWAYS



SLIP JOINT DETAIL



CAP DETAIL FOR RAIL END

NOTES:

1. USE TYPE C WHERE ADJACENT GRADE IS MORE THAN 2'-6" (760 mm) BELOW LANDING OR SIDEWALK FINISHED SURFACE.
2. RAILS, POSTS, AND PICKETS SHALL BE GALVANIZED STEEL PIPE.
3. PROVIDE SLIP JOINTS AT STAIRWAY EXPANSION JOINTS, 24' (7.3 m) MAXIMUM.
4. MAXIMUM SPACING OF POSTS SHALL BE 8'-0" (2.44 m) ON STRAIGHT ALIGNMENTS, AND 6'-0" (1.83 m) ON CURVED ALIGNMENTS WITH LESS THAN 30' (9.1 m) RADIUS. MAKE SPACING UNIFORM BETWEEN CHANGES IN ALIGNMENT.
5. WELDS SHALL BE SLOT OR FILLET WELDS EQUAL TO THICKNESS OF PIPE. WELD ALL JOINTS ALL AROUND.

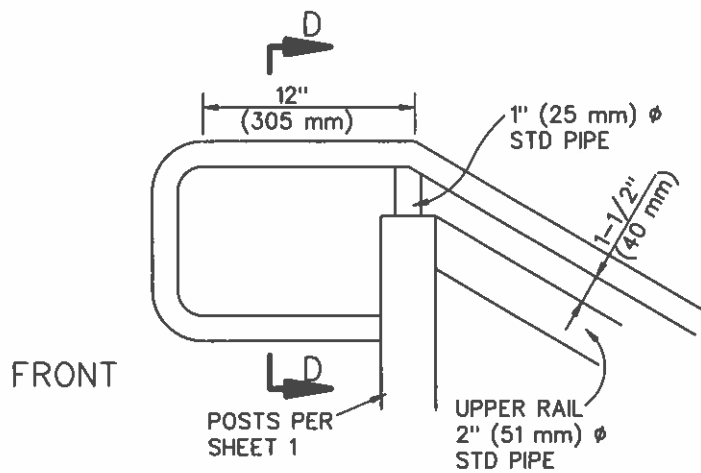
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**METAL HAND RAILINGS**

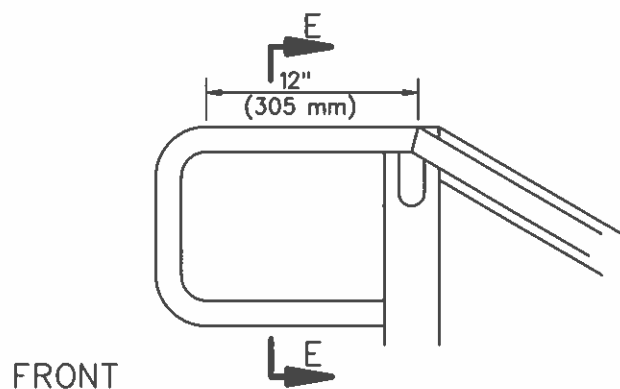
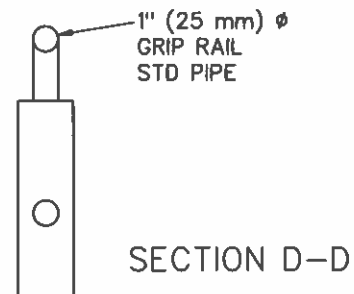
STANDARD PLAN

**606-5**

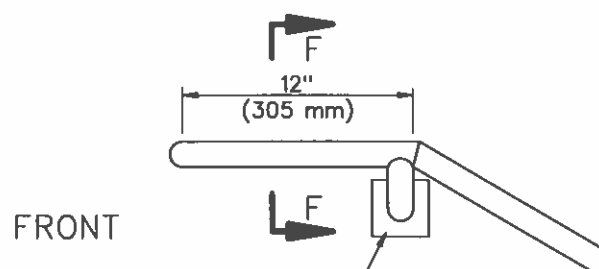
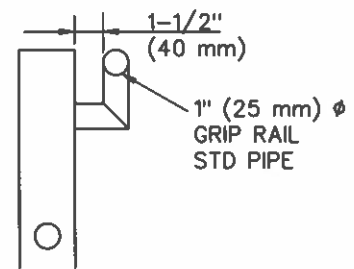
SHEET 2 OF 3



TOP RAIL TYPE 1

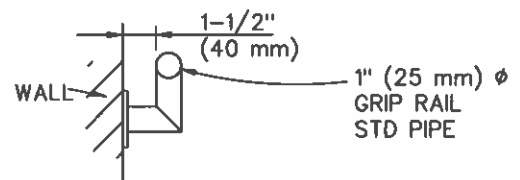


TOP RAIL TYPE 2



BRACKET SPACING 8'-0" (2.44 m)  
OR AS SHOWN ON PLANS.  
MOUNT TOP BRACKET ABOVE  
TOP STAIR NOSE.

WALL-MOUNTED HANDRAIL



## **APPENDIX 4**

# **SAMPLE STREET CLOSURE AT RAILROAD TRACKS**

SAMPLE OF TYPICAL CLOSURE - NIGHT WORK ONLY. DETOUR ROUTE AS DIRECTED BY THE CITY OF SAN FERNANDO.

SAMPLE OF TYPICAL CLOSURE - NIGHT WORK ONLY. DETOUR ROUTE AS DIRECTED BY THE CITY OF SAN FERNANDO.

