

THE CITY OF SANTA CLARITA, CALIFORNIA

**CONTRACT DOCUMENTS
AND
SPECIAL PROVISIONS**

**For
Construction of New
Old Town Newhall Library (ARRA Funded Project)
Bid No. ENG-10-11-F2007390
City Project No. F2007390
EECBG No. DE-SC003068**



**City of Santa Clarita
Department of Public Works – CIP Division
23920 Valencia Boulevard, Suite 300
Santa Clarita, California 91355**

Approved for Construction:

Date: August 13, 2010

**Robert G. Newman, Director of Public Works
City of Santa Clarita**

Bid Opening: September 14, 2010

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Notice Inviting Bids

Construction of New
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068

City of Santa Clarita, California

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Santa Clarita for the construction of a new public library known as the “**Old Town Newhall Library**” project. Bids must be submitted to Purchasing, 23920 Valencia Boulevard, Suite 245, Santa Clarita, CA 91355, before **11:00 a.m. September 14, 2010**, at which time, or shortly thereafter, they will be publicly opened and read in Suite 304.

Generally, the Scope of Work to be performed is the construction of a new 30,000 square foot two story, public library in Old Town Newhall. The new library will be of steel moment frame construction, certified as LEED Silver, on a 2.45-acre site including site grading, and on-grade landscaped parking lots. Work shall be done in accordance with the contract documents known as “**Old Town Newhall Library**”, a copy of which is on file and open for inspection at the City Clerk’s office counter. The work is expected to cost approximately \$12 to \$14 million dollars and to be completed within 14 months.

Plans and the contract document may be obtained at no cost in electronic format on CD-Rom from the City of Santa Clarita, Suite 304, 23920 Valencia Boulevard, Santa Clarita, California or by calling (661) 255-4929. The CD-Rom will be mailed via regular mail or by requester’s overnight account. A paper copy of the bid documents may be viewed at City Clerk’s office, suite 304.

Bids (Proposals) shall be enclosed in a sealed envelope and plainly marked on the outside in conformance with the Instructions to Bidders “**SEALED BID FOR Old Town Newhall Library, City Bid No. ENG-10-11-F2007390, City of Santa Clarita, California – DO NOT OPEN WITH REGULAR MAIL.**”

The City will host a Non-Mandatory pre-bid meeting on September 01, 2010, at 10:00 am. in Old Town Newhall, City of Santa Clarita at 24406 Main Street. Please refer to the Instruction to Bidders for detailed information.

In accordance with the provisions of the California Public Contract Code Section 3300, the successful bidder shall possess a State Contractor's License **Class B** at the time that a contract for the work is awarded. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. As provided for in Section 22300 of the California Public Contract Code, the Contractor may substitute securities for monies withheld by the City to ensure performance under the contract.

Bidders may fax their questions to Harry Corder at (661) 254-3538 until 1:00 p.m. on or before, September 03, 2010. Any questions submitted after September 03, 2010 will not be answered. Questions and answers will be issued as an addendum via fax to all plan holders prior to bid opening. Bidders shall sign and return all addendums (if any) with the submitted bid proposal. Failure to sign and return all addendums with the bid proposal could render the bid as non-responsive and could act to bar to award the contract to any bidder not signing and returning all addendums.

This project is Federally-funded. The City of Santa Clarita has prepared “Procurement Procedures for federal-aid Funded Projects” to ensure compliance with federal regulations. These procedures set forth the requirements that the City must adhere to in the solicitation, award, and administration of its third party contracts that are assisted with federal-aid funds.

“This material is based upon work supported by the Department of Energy under Award Number DE-SC0003068. This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

This contract is subject to both Federal and State prevailing wages requirements of the California Labor Code including Sections 1770, 1771.5, 1773, 1777.5, and 1776, the Davis-Bacon and Related Acts and the City’s California Department of Industrial Relations (DIR) approved Labor Compliance Program (LCP). All covered work classifications required in performance of this contract will be subject to prevailing wage provisions. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations’ Internet web site at <http://www.dir.ca.gov/dlsr/PWD>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor may be found at www.gpo.gov/davisbacon. Attention is directed to the Federal minimum wage rate requirements. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes “helper” (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate that most closely approximates the duties of the employees in question. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of “Proposal and Contract” books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. A copy of the prevailing rate of per diem wages shall be posted at the job site. **THIS IS AN AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA), FEDERALLY FUNDED PROJECT, THE DAVIS BACON ACT, DBE REQUIREMENTS, AND BUY AMERICA, WILL BE ENFORCED.**

Contractor shall further adhere to the requirements contained in the City of Santa Clarita's Labor Compliance Program, approved initially by the DIR for projects with a Bid Advertise Date of November 20, 2003 or later, and which will become part of the conformed documents. All pertinent California statutes and regulations, including, but not limited to those referred to in the City's Labor Compliance Program, are incorporated herein by reference as though set forth in their entirety. Additionally, the Contractor is responsible for obtaining a current edition of all California statutes and regulations and adhering to the latest editions of such.

Contractor shall submit certified copy of all Certified Payroll Records (CPRs) with the progress payment on at least monthly basis to the City.

Bidders are advised that, THIS PROJECT HAS A "DBE" CONTRACT PARTICIPATION OF 3.9 PERCENT, and that a "Good Faith Effort" for DBE participation is required for the project.

City Project Manager: Harry Corder
Contact Number: (661) 286-4025
Email address: hcorder@santa-clarita.com

Published three (3) times: August 15th, 2010, August 18, 2010, August 22, 2010

SECTION B: INSTRUCTIONS TO BIDDERS
Construction of
Old Town Newhall Library
Bid No. ENG-10-11-F2007390
Project No. F2007390
EECBG No. DE-SC0003068

City of Santa Clarita, California

1. PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a certified check, cashier's check or BIDDER's bid bond payable to the AGENCY or cash deposit in the amount not less than ten (10) percent of the total amount bid. Proposals not accompanied by such a guarantee will be deemed non-responsive and will not be considered. If a BIDDER to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the AGENCY. Proposal guarantees of all BIDDERS will be held until the successful BIDDER has properly executed all contract documents. The bonding company must be listed on Treasury Circular 570 and licensed to conduct business in the state of California, or licensed by the California State Department of Insurance to issue sureties.

2. DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "**SEALED BID FOR the Old Town Newhall Library – Bid No. ENG-10-11-F2007390, City of Santa Clarita, California – DO NOT OPEN WITH REGULAR MAIL.**" Proposals may be mailed or delivered by messenger; however, it is the BIDDER's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY's Purchasing Office, Suite 245, prior to the bid opening hour stipulated in the Notice Inviting Bids. Late proposals will be deemed non-responsive and will not be considered.

3. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the BIDDER. Such requests must be delivered to the AGENCY's designated official prior to the bid opening hour stipulated in the Notice Inviting Bids. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of the proposal will not prejudice the right of the BIDDER to submit a new proposal, providing there is time to do so.

4. IRREGULAR PROPOSALS

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

5. NON-MANDATORY PRE-BID MEETING

The City is hosting a non-mandatory pre-bid meeting on September 1, 2010 at 10:00 am. Meeting location will be at the City of Santa Clarita Old Town Newhall Redevelopment - Construction Office, located on 24406 Main Street, Newhall, CA 91321, between Lyons Avenue and 9th Street. For additional information, please contact Ingrid Whitton at (661) 254-2701.

6. TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

7. DISQUALIFICATION OF BIDDERS

In the event that any BIDDER acting as a prime CONTRACTOR has an interest in more than one proposal, all such proposals will be rejected, and the BIDDER will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one BIDDER and, while doing so, may also submit a formal proposal as a prime CONTRACTOR. Proposals will be accepted from BIDDERS who are not licensed in accordance with the provisions of the Professions Code Section 7028.15, the successful bidder shall possess a State CONTRACTOR's license, **Class B**, at the time a contract for this work is awarded. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award the contract to any bidder not possessing said license at the time of bid. As provided for in Section 22300 of the California Public Contract Code, the Contractor may substitute securities for monies withheld by the City to ensure performance under the contract.

The Contract Documents are specified to construct improvements along Main Street. It is the intention of the AGENCY to award a contract to a BIDDER who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient services, except as may be provided otherwise in the Contract Documents. In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid. At the time of the bid opening, BIDDER shall provide documentation with references to substantiate his experience including job location, size, schedule and owner's name, address and telephone number for the above items. Before entering into a Contract, the successful bidder shall furnish a statement of his financial condition as may be required by the AGENCY.

The AGENCY may conduct investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the BIDDER to do the Work in accordance with the Contract Documents to the AGENCY's satisfaction within the prescribed time. To determine the degree of responsibility to be credited to the BIDDER, the AGENCY will weigh any evidence including but not limited to evidence of suspension, debarment, exclusion, or determination of ineligibility by any other AGENCY. Any BIDDER which is currently or has been debarred by any PUBLIC AGENCY, within the last ten (10) years, is deemed not to be a qualified BIDDER for the purposes of this project.

If in the opinion of the AGENCY, a BIDDER is determined to be insufficiently qualified, then that bid will not be considered for award of the contract.

8. EXAMINATION OF CONTRACT DOCUMENTS

BIDDER shall examine carefully the entire site of the work, including but not restricted to the conditions and encumbrances related thereto, the plans and specifications, and the proposal and contract forms therefore. The submission of a bid shall be conclusive evidence that BIDDER has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed, the quantities of material to be furnished, and as to the requirements of the proposal, plans, specifications, and other contract documents.

BIDDERS must satisfy themselves by personal examination of the work site, plans, specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No BIDDER shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Errors, omissions, or discrepancies found in the plans, specifications, or other contract documents shall be called to the attention of the AGENCY by fax as instructed and with the date and time given for BIDDERS questions in the most current NOTICE INVITING SEALED BIDS.

9. EMPLOYMENT OF LOCAL LABOR AND BUSINESSES

All BIDDERS are encouraged to utilize Santa Clarita Valley subcontractors and suppliers to the extent they are available, competitive and qualified. However, no bid will be affected either positively or negatively by the inclusion or exclusion of such Santa Clarita Valley businesses.

10. EQUIVALENT MATERIALS

Requests for consideration of a material, equipment, or product as an “or equal” to a specified material, equipment, or product must be as per Section 012500 – “Substitution Procedures”, included with the Proposal (Bid Schedule) at the time the Bid is submitted. Requests shall include all of the information requested in Proposal and shall be provided in a complete, clear, and concise manner; otherwise, the Bid will be deemed non-responsive and the BIDDER will be disqualified. The Agency will be the sole judge as to whether a proposed “or equal” is equivalent to the specified material, equipment, or product.

11. LEGAL RESPONSIBILITIES

Proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature, whether the same are expressly referred to herein or not. BIDDERS submitting a proposal shall, by such action thereby, agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the plans, specifications, and other contract documents, and to full compliance therewith.

Additionally, BIDDERS submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the Labor Code for each craft, classification, or type of workman required, as set forth by the Director of Industrial Relations of the State of California.

12. NON-DISCRIMINATION

In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this paragraph and shall include in each such subcontract language similar to this paragraph.

13. PROTECTION OF RESIDENT WORKERS

The City of Santa Clarita actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

14. AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible BIDDER as determined solely by the AGENCY. Additionally, the AGENCY reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of 90 days, all as may be required to provide for the best interests of the AGENCY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated. All bids will be compared with the Engineer's Estimate.

The acceptance of a proposal will be evidenced by a Notice of Award of Contract in writing, delivered by mail to the BIDDER whose proposal is accepted. No other act of the AGENCY shall constitute acceptance of a proposal. The award of contract shall obligate the BIDDER, whose proposal is accepted to furnish all required bonds, as well as evidences of insurance and execute the contract set forth herein. The successful BIDDER will be required to furnish a Labor and Material Bond in an amount equal to one hundred percent (100%) of the Contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. Also, the successful BIDDER will be required to submit worker's compensation insurance, and liability insurance with the contract. Surety bonds shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and satisfactory to the City of Santa Clarita.

15. ASSIGNMENT OF CONTRACT

The Contract may not be assigned without the written consent of the AGENCY, provided that this shall not preclude the assignment of the Contract as security or the assignment of the whole or any part of the proceeds of the Contract including monies, assessment, partial assessment, reassessment, or any bonds which may be issued and represent any assessment or reassessment due or to be due under the Contract.

16. REGISTRATION OF CONTRACTORS

The successful BIDDER shall possess a State Contractor's license, Class A at the time that a contract for this work is awarded, CONTRACTORS shall be licensed in accordance with the provisions of Chapter 9, Division 3 of the Business and Professions Code.

17. AGENCY CONTRACTOR MEETING

The CONTRACTOR to whom the award is made will be notified to meet with the AGENCY's Representative for the purpose of reviewing of plans and specifications and instructions on procedures.

18. MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS

The right is reserved, as the interest of the AGENCY may require, to amend the specification and/or drawings prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an addendum, or addenda. Copies of such addenda as may be issued will be furnished to all prospective BIDDERS. If the revisions and amendments are of a nature which require material changes in quantities or price bid, or both, the date set for opening bids may be postponed by such number of days as, in the opinion of the AGENCY, will enable BIDDERS to revise their bids. In such cases, the addendum will include an announcement of the new date for opening bids.

19. LIST OF SUBCONTRACTORS

Each BIDDER must submit with his bid the following:

- a) The Full name of each subcontracting firm as required by Government Code, Sec. 4201, typed or legibly printed.
- b) The address of each firm.
- c) The telephone number at the place of business.
- d) Work to be performed by each subcontracting firm.
- e) Total approximate dollar amount of each subcontract.
- f) If sub-contractor is participating as a Disadvantaged Business Enterprise(DBE), the following additional information is required on the "Designation of Subcontractors" form enclosed:
Status as a DBE, age of the firm and the annual gross receipts

Submit the "Subcontractor's List" form enclosed herewith. No Contract shall be considered unless such list is submitted as required.

The City of Santa Clarita reserves the right to reject any and all bids, or delete portions of any and all bids, or waive any informality in the bid not affected by law.

Before entering into a Contract, the successful BIDDER shall furnish a statement of his financial condition and previous construction experience or such evidence of his qualifications as may be required by the contracting AGENCY.

20. UNFAIR BUSINESS PRACTICES CLAIMS: ASSIGNMENT TO AWARDING BODY

Pursuant to Section 7103 of the Public Contracts Code, the contract to be awarded will be defined as a "public works contract". In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

21. GENERAL

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

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

The form of Bidder's Bond provided in Section C, "Proposal," of the Standard Specifications shall be included with the Proposal.

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

22. FEDERAL LOBBYING RESTRICTIONS

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

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

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification. This certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

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

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

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE):

This project is subject to Title 49 CFR 26.13(b):

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

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

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

Meet the DBE participation level shown in the Notice to Bidders, the Instruction to Bidders, and demonstrate that you made adequate good faith efforts to meet this participation level.

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

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

Only DBE participation will count towards the DBE participation level. The DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

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

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

You receive credit towards the goal, if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

Bidders are advised that, THIS PROJECT HAS A "DBE" CONTRACT PARTICIPATION OF 3.9 PERCENT, and that a "Good Faith Effort" for DBE participation is required for the project.

DBE Commitment Submittal

Submit DBE information on the "Local Agency Bidder-DBE Commitment (Construction Contracts)," Exhibit 15-G (1), form included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid. Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening..

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

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

If you do not submit the DBE Commitment form within the specified time, the Agency may find your bid non-responsive.

Good Faith Efforts Submittal

Bidders are required to complete and submit the "DBE Information - Good Faith Efforts," Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBE's will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

6. List of efforts made to provide interested DBE's with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBE's in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

24. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 2-1, "Award and Execution of Contract," of the Standard Specification of Public Works Construction (SSWPC), 2009 Edition, and these special provisions for the requirements and conditions concerning award and execution of contract.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: (Agency to provide detailed information if this paragraph is used)

A "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G(2)" form is included in the Bid book to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Local Agency Bidder- Information (Construction Contracts), Exhibit 15-G(2)" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G(2)" form shall be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

25. BUY AMERICA REQUIREMENTS.

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

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

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

26. SUBCONTRACTOR AND DBE RECORDS

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

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

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

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

27. DBE CERTIFICATION STATUS

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

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

28. PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed by the Contractor in conformance with Section 2-3.1, "Subcontracts" of the (SSPWC), shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

The Contractor should notify the Engineer in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

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

DBE's must perform work or supply materials as listed in the "Local Agency Bidder - DBE Commitment" form specified under Section C, "Proposal," of these special provisions. Do not terminate a DBE listed subcontractor for convenience and perform the work with your own forces or obtain materials from other sources without prior written authorization from the Agency.

The Agency grants authorization to use other forces or sources of materials for requests that show any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulate a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE delays or disrupts the progress of the work.
7. Listed DBE becomes bankrupt or insolvent.

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

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

The Agency does not pay for work or material unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section.

29. SUBCONTRACTING

The Contractor is not required to self perform any Contract work with its own organization.

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

30. PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

31. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

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

32. AUTHORITY OF U.S. CONTROLLER GENERAL AND INSPECTOR GENERAL ON PROJECTS USING AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) FUNDS

In accordance with Section 902 of the ARRA of 2009, the U.S. Comptroller General and their representatives shall have the authority to do the following:

Old Town Newhall Library.

Project No. F2007390

(1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and their representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA of 2009, the Inspector General and their representatives shall have the authority to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

33. MONTHLY EMPLOYMENT REPORT (AMERICAN RECOVERY AND REINVESTMENT ACT)

For the purpose of complying with the American Recovery and Reinvestment Act of 2009, submit a completed Monthly Employment Report form by the 5th of each month for the previous month.

If you fail to submit a complete and accurate report, the Department withholds 2 percent of the monthly progress estimate. The Department does not withhold more than \$10,000 or less than \$1,000. The Department releases the withhold upon submission of the completed form.

A copy of the Monthly Employment Report form can be found in Section C “Proposal” of these contract documents.

PRECONSTRUCTION DOCUMENTS CHECKLIST

The following documents are required to be completed and submitted by the Contractor at the times specified by an X opposite each title. If no column is marked, document will not be required.

With Bid Proposal (All Bidders)				
With Agreement (Awardee only)				
Prior to Starting Construction (Awardee only)				
Post Starting Construction (Awardee only)				
X				Proposal Forms (Cover Sheet, Bid Schedule, References, Bidders Information and Certification, Bidder's Questionnaire)
X				Designation of Subcontractors
X				Debarment and Suspension, and Equal Employment Opportunity Certifications
X				Bidder's Bond or Bidder's Security
X				Non-collusion Affidavit, Certification of Non-Segregated Facilities, Non-lobbying Certification and Disclosure
X				Good Faith Effort (if UDBE Goal not met)
X				Addendums (If any)
	X			Contract Agreement
	X			Bond for Faithful Performance
	X			Payment Bond (for Labor and Material)
	X			Certification of Public Liability and Property Damage Insurance
	X			Certification of Worker's Compensation Insurance
	X			Certification of Fire and Extended Coverage Insurance (services involving real properties only)
		X		Construction Schedule
		X		SWPPP/Water Pollution Control Program
		X		List of all Subcontractors
		X		Subcontractor's Certification with Regard to the Performance of Previous Contracts or Subcontractors (Required for all over \$10,000) Subcontracts
		X		Materials List and Manufacturer's Brochures (As Required)
		X		Permits
		X		Emergency Contact Information

		X		Construction and Demolition Materials Management Plan
		X		Local Agency Bidder DBE Commitment (Construction Contracts)-Exhibit 15-G 1, within 15 days of bids opening.
		X		Local Agency Bidder DBE Information (Construction Contracts)-Exhibit 15-G 2, within 15 days of contract execution.
			X	Monthly Employment Report (for ARRA Funded Projects Only)
			X	Final Report – DBE

SECTION C: PROPOSAL FOR

**Construction of
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068
City of Santa Clarita, California**

TO THE CITY OF SANTA CLARITA, AS AGENCY:

In accordance with AGENCY's NOTICE INVITING BIDS, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above-stated project as set forth in the plans, specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, INSTRUCTIONS TO BIDDERS, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following BID SCHEDULE. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the proposal guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in BID SCHEDULE are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the contract, the undersigned further agrees that in the event of the Bidder's default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY's option, be considered null and void.

Company Name: _____

Company Address: _____

By: _____
Print Name

Title: _____

Signature: _____

Date: _____

BID SCHEDULE

**Construction of
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068
City of Santa Clarita, California**

The City of Santa Clarita is bidding this project as a **LUMP SUM BID**.

DESCRIPTION OF WORK:

The work consist of furnishing all material, equipment, supervision, labor and incidentals to construct the Old Town Newhall Library complete as shown on the plans and described in these contract documents. Generally, the work includes, but not limited to the construction of a new 30,000 square foot two story, public library in Old Town Newhall. The new library will be of steel moment frame construction, certified by the United State Green Building Council (USGBC) as a LEED Silver project, on a 2.45-acre site including site grading, and on-grade landscaped parking lots. Work shall be done in accordance with the plans and contract documents known as **“Old Town Newhall Library”**.

TOTAL AMOUNT LUMP SUM IN NUMBERS:

TOTAL AMOUNT LUMP SUM IN WORDS:

DESIGNATION OF SUBCONTRACTORS

Construction of
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068
City of Santa Clarita, California

Listed below are the names and locations of the places of business of each subcontractor, supplier, and vendor who will perform work or labor or render service in excess of ½ of 1 percent, or \$10,000 (whichever is greater) of the prime contractor's total bid: DBE status, age of firm and annual gross receipts are required if sub contractor is participating as a DBE.

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Note: Bidders shall fill out the Subcontractor's List in its entirety. The total dollar value of work to be performed by Subcontractors shall be in conformance with Section 2-3 "Subcontracts" of General Provisions in these contract documents.

DESIGNATION OF SUBCONTRACTORS

Construction of
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068
City of Santa Clarita, California

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Note: Bidders shall fill out the Subcontractor's List in its entirety. The total dollar value of work to be performed by Subcontractors shall be in conformance with Section 2-3 "Subcontracts" of General Provisions in these contract documents.

DESIGNATION OF SUBCONTRACTORS

Construction of
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068
City of Santa Clarita, California

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Subcontractor	DBE STATUS:	Dollar Value of Work
Age of firm:	Certifying Agency:	Annual Gross Receipts:
Location and Place of Business		
Bid Schedule Item Nos:	Description of Work	
License No.	Exp. Date: / /	Phone ()

Note: Bidders shall fill out the Subcontractor's List in its entirety. The total dollar value of work to be performed by Subcontractors shall be in conformance with Section 2-3 "Subcontracts" of General Provisions in these contract documents.

REFERENCES

**Construction of
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068
City of Santa Clarita, California**

The following are the names, addresses, and telephone numbers of three public agencies for which BIDDER has performed similar work within the past 3 years:

1. _____
Name and Address of Owner / Agency

Name and Telephone Number of Person Familiar with Project

Contract Amount Type of Work Date Completed

2. _____
Name and Address of Owner / Agency

Name and Telephone Number of Person Familiar with Project

Contract Amount Type of Work Date Completed

3. _____
Name and Address of Owner / Agency

Name and Telephone Number of Person Familiar with Project

Contract Amount Type of Work Date Completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance bonds:

BIDDER'S INFORMATION AND CERTIFICATION

Bidder certifies that the representations of the bid are true and correct and made under penalty of perjury.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Bidder certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

Bidder certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, Bidder certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

Bidder's Name: _____

Business Address: _____

Telephone No.: _____

State CONTRACTOR's License No. & Class: _____

Original Date: _____ Expiration Date: _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal, or any firm, corporation, partnership or joint venture of which any principal having an interest in this proposal was an owner, corporate officer, partner or joint venture are as follows:

All current and prior DBAs, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all aforementioned principals this _____ day of _____ 20____.

BIDDER:

Signature

Name and Title of Signatory

Legal Name of Bidder

Address

Telephone Number

Federal Tax I.D. No.

SIGNATURES MUST BE MADE AND NOTARY ACKNOWLEDGMENTS OF EXECUTION OF BIDDER MUST BE ATTACHED

Subscribed and sworn to this _____ day of _____, 20____.

Notary Public _____ (SEAL)

BIDDER'S QUESTIONNAIRE

Construction of
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068
City of Santa Clarita, California

If the bidder has answered the questionnaire within the past year and there are no significant changes in the information requested, then the bidder need not file a new questionnaire. If there are changes, indicate those changes. Should the space provided not be adequate, so indicate and complete information on a separate page(s) and attach hereto.

1. Submitted by: _____ Telephone: _____
Principal Office Address: _____

2. Type of Firm: _____
Corporate: _____ Other: _____
Individual: _____
Partnership: _____

3a. If a corporation, answer these questions:
Date of Incorporation: _____ State of Incorporation: _____
President's Name: _____
Vice-President's Name: _____
Secretary or Clerk's Name: _____
Treasurer's Name: _____

3b. If a partnership, answer these questions:
Date of organization: _____ State Organized in: _____

Name of all partners holding more than a 10% interest: _____

Designate which are General or Managing Partners.

4. Name of person holding CONTRACTOR's license: _____
License number: _____ Class: _____ Expiration Date: _____

BIDDER'S QUESTIONNAIRE
(cont'd)

Construction of
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068
City of Santa Clarita, California

5. CONTRACTOR's Representative: _____
Title: _____
Alternate: _____
Title: _____
6. List the major construction projects your organization has in progress as of this date:
- | | |
|-------------------------|-----------|
| Owner: (A) _____ | (B) _____ |
| Project Location: _____ | _____ |
| Type of Project: _____ | _____ |

Contractors Name

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

**Construction of
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068
City of Santa Clarita, California**

The bidder under penalty of perjury, certified that except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, office 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 past three 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 bidders' responsibility. For any exception noted above, indicate below to whom it applies, initialing AGENCY, and dates of action.

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

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

**Construction of
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068
City of Santa Clarita, California**

This bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925.11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, and Director of Office of Federal Contract Compliance, a Federal Government contracting or administering AGENCY, or the former President's Committee on Equal Employment Opportunity, all reports that are under the applicable filing requirements.

Company: _____

By: _____

Title: _____

Date: _____

Note: The above certification is required by the Equal Employment Opportunity 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 as set forth in 41 CFR 60-1.5, (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, the 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.

BID SECURITY FORMS FOR CHECK OR BOND TO ACCOMPANY BID

NOTE: The following form shall be used in case check accompanies bid.

Accompanying this Proposal is a *certified/cashier's check payable to the order of the City of Santa Clarita for: _____ dollars (\$_____), this amount being not less than ten percent (10%) of the total amount of the bid. The proceeds of this check shall become the property of said AGENCY provided this Proposal shall be accepted by said AGENCY through action of its legally constituted contracting authorities, and the undersigned shall fail to execute a contract and furnish the required bonds within the stipulated time; otherwise, the check shall be returned to the undersigned.

Project Name: **Construction of Old Town Newhall Library**
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068
City of Santa Clarita, California

Bidder's Signature

CONTRACTOR

Address

City, State, Zip Code

* Delete the inapplicable work.

NOTE: If the bidder desires to use a bond instead of a check, the following form shall be executed. The sum of this bond shall be not less than ten percent (10%) of the total amount of the bid.

**PROPOSAL GUARANTEE
BID BOND**

Construction of
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068
City of Santa Clarita, California

KNOW ALL MEN BY THESE PRESENTS that _____, as BIDDER,
and _____ as SURETY, are held and
firmly bound unto the City of Santa Clarita, as AGENCY, in the penal sum of _____
dollars (\$ _____), which is ten percent (10%) of the total amount bid by BIDDER to AGENCY for the
above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly
and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid
to AGENCY for the above-stated project, if said bid is rejected, or if said bid is accepted and the contract
is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be
null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREAS, the parties hereto have set their names, titles, hands, and seals, this
_____ day of _____, 20____.

BIDDER _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

*Provide BIDDER and SURETY name, address, and telephone number and the name, title, address, and
telephone number for authorized representative.

IMPORTANT - Surety Companies executing Bonds must appear on the Treasury Department's most
current list (Circular 570, as amended) and be authorized to transact business in the State where the
project is located.

NON-COLLUSION AFFIDAVIT

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

**Construction of
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068
City of Santa Clarita, California**

To the CITY OF SANTA CLARITA:

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

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THE "BIDDER'S CERTIFICATION" SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH FORM A PART OF THE PROPOSAL. BIDDERS ARE CAUTIONED THAT MAKING A FALSE CERTIFICATION MAY SUBJECT THE CERTIFIER TO CRIMINAL PROSECUTION.

NON-COLLUSION AFFIDAVIT
Construction of
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068
City of Santa Clarita, California

TO BE EXECUTED BY EACH BIDDER OF A PRINCIPAL CONTRACT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES } §

_____ being first duly sworn deposes and says that he is
the _____ (sole owner, a partner, president, etc.) of
_____ the party making the foregoing bid; that
such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or sham, that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, or that anyone shall refrain from bidding, that said BIDDER has not in any manner, directly or indirectly sought by agreements, communication or conference with anyone to fix the bid price of said BIDDER or of any other BIDDER, or to fix the overhead, profit, or cost element of such bid price, or of that of any other BIDDER, or to secure any 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 AGENCY thereof, or to any other individual 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 AGENCY 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.

Signed: _____

Title _____

Subscribed and sworn to and before me this _____ day of _____, 20__.

Seal of Notary

CERTIFICATION OF NON-SEGREGATED FACILITIES

**Construction of
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068
City of Santa Clarita, California**

The CONTRACTOR certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The CONTRACTOR certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The CONTRACTOR agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

CONTRACTOR

Required by the May 19, 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor – 32 F.R. 7439, May 19, 1967 (F.R. Vol. 33, No. 33 – Friday, February 16, 1968 – p. 3065).

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

**Construction of
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068
City of Santa Clarita, California**

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 sub-recipients shall certify and disclose accordingly.

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THE "BIDDER'S CERTIFICATION" SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH FORM A PART OF THE PROPOSAL. BIDDERS ARE CAUTIONED THAT MAKING A FALSE CERTIFICATION MAY SUBJECT THE CERTIFIER TO CRIMINAL PROSECUTION.

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

☐

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

2. Status of Federal Action:

☐

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

3. Report Type:

☐

- a. initial
- b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐

Prime

☐

Subawardee

Tier _____, if known

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

Congressional District, if known

6. Federal Department/Agency:

Congressional District, if known

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

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

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

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ ☐ actual ☐ planned

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

☐
☐

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

13. Type of Payment (check all that apply)

☐
☐
☐
☐
☐
☐

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

**14. Brief Description of Services Performed or to be performed and Date(s) of Service, including
officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:**

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached:

Yes

☐

No

☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

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

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

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

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

Exhibit 15-G1 Local Agency Bidder DBE Commitment (Construction Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

AGENCY: City of Santa Clarita LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: \$_____

BID DATE: _____

BIDDER'S NAME: _____

CONTRACT UDBE GOAL: _____

[illegible]

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that all information is complete and accurate.

Print Name	Signature	Date
Local Agency Representative		

(Area Code) Telephone Number: _____

For DOE Review:

Total Claimed
Participation

\$_____

_____ %

Signature of Bidder

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print)

Print Name	Signature	Date
------------	-----------	------

Local Agency Bidder - DBE Commitment (Rev 3/09)

Distribution: (1) Copy – Fax or scan a copy to City of Santa Clarita (for DOE reporting) within 15 days of contract execution. Failure to send a copy to the City within 15 days of contract execution may result in with-holding of funds for this project.

(2) Copy -- Include in award package

(3) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS) (Revised 03/09)

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the DBE(s) falls into one of the following groups in order to count towards the DBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information may be submitted with your bid proposal. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. DBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (DE-SC0003068), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor and expiration date. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number). Enter the DBE prime's and subcontractors' certification numbers. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces.

IMPORTANT: Identify **all** DBE firms being participating in the project regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. Provide copies of the DBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

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

Exhibit 15-G (1) must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to DOE. **District DBE Coordinator** should verify that all information is complete and accurate.

DBE INFORMATION—GOOD FAITH EFFORTS, EXHIBIT 15-H

Federal-aid Project No. **DE-SC0003068**

Bid Opening Date **September 14, 2010**

The City of Santa Clarita established an Disadvantaged Business Enterprise (DBE) participation of **3.9 %** for this project. The information provided herein shows that a good faith effort was made.

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

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

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

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

<u>Publications</u>	<u>Dates of Advertisement</u>

- 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.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

(Inclusive of all DBEs listed at bid proposal)

AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: \$ _____

BID DATE: _____

BIDDER'S NAME: _____

[illegible]

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

Print Name	Signature	Date
------------	-----------	------

Local Agency Representative

(Area Code) Telephone Number: _____

Print Name	Signature	Date
------------	-----------	------

Total Claimed Participation

\$_____

%

Signature of Bidder

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print)

Local Agency Bidder DBE Information (Rev 3/09)

(2) Copy -- Include in award package

(3) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION (CONSTRUCTION CONTRACTS) (Revised 03/09)

SUCCESSFUL BIDDER:

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (DE-SC0003068), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBE's. The DBE should provide a certification number to the Contractor and expiration date. The DBE contractors should notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number). Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces if a DBE.

IMPORTANT: Identify **all** DBE firms participating in the project—including all DBEs listed on the DBE Commitment form (Exhibit 15G(1)), regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

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

Exhibit 15-G (2) must be signed and dated by the successful bidder. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date, Federal Share, Contract and Project Number fields, and verify that all information is complete and accurate before signing and sending a copy of the form. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
FINAL REPORT - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
 (FEDERALLY FUNDED PROJECTS)
 CP-CEM-2402(F) (Rev. 10/99) CT# 7541-3502-2

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES/POST KILOMETERS	FEDERAL AID PROJECT No.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE	
PRIME CONTRACTOR				BUSINESS ADDRESS	ESTIMATED CONTRACT AMOUNT			
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIALS PROVIDED	SUBCONTRACTOR NAME AND BUSINESS ADDRESS	DBE CERT. NO.	CONTRACT PAYMENTS				
				Non-DBE	DBE*	DBE, SMBE*	DBE, SWBE*	DBE, SMBE, SWBE*
				\$	\$	\$	\$	\$
ORIGINAL COMMITMENT:				TOTAL				
\$ DBE		\$ DBE, SMBE		\$	\$	\$	\$	\$
\$ DBE, SWBE		\$ DBE, SMBE, SWBE						

*The decision of which column to be used for entering the DBE dollar value is based on what Program(s) the firm is Certified. This Program status is determined by the Civil Rights Certification Unit based on ethnicity, gender, ownership and control issues at time of certification. The certified firm is issued a certificate by the Civil Rights unit that states their program status as well as the firms Expiration Date. DBE Program status may be obtained by accessing the Civil Rights website (<http://www.dwt.ca.gov/hq/bep/>) and downloading the Calcnet Extract or by calling 916 227 2207.

List all First Tier Subcontractors, Disadvantaged Business Enterprises (DBE's) 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 time of award, provide comments on a separate page. List actual amount paid to each DBE, even if different than originally listed for goal credit. Definitions: SMBE (State Minority Business Enterprise) and SWBE (State Women-Owned Business Enterprise)

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY KNOWLEDGE THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
RESIDENT ENGINEER SIGNATURE	BUSINESS PHONE NUMBER	DATE

Distribution:

(1) Original plus one copy to DLAE included in the Report of Expenditures (original forwarded to Division of Structures, Office of External Liaison and Agreements)

(2) Copy - local agency project files

(3) Copy - OLP Area Engineer

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

CP-CEM-2403(F) (New. 10/99)

CONTACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPETITION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit.

Attach DBE certification/Decertification letter in accordance with the Special Provisions

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/DECERTIFICATION DATE Letter attached
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE
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TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE
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DISTRIBUTION Original copy –City of Santa Clarita
 Copy -1) Business Enterprise Program
 2) Prime Contactor
 3) Project Manager

Old Town Newhall Library
 Project F2007390
 Bid ENG-10-11-F2007390
 Federal-Aid No. DE-SC0003068
 City of Santa Clarita, California

**AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)
 MONTHLY EMPLOYMENT REPORT**

See instructions that follow

1. CONTRACT NO.	2. FEDERAL-AID PROJECT NUMBER <i>(From special provisions)</i>					
3. FIRST DAY OF REPORTING PERIOD (mm/dd/yy):	4. REPORT MONTH (mm/yy)				5. CONTRACTING AGENCY	
6. CONTRACTOR NAME AND ADDRESS						
7. EMPLOYMENT DATA						
	EMPLOYEES		HOURS		PAYROLL	
	NEW HIRES	EXISTING EMPLOYEES	NEW HIRES	EXISTING EMPLOYEES	NEW HIRES	EXISTING EMPLOYEES
PRIME CONTRACTOR DIRECT, ON-PROJECT JOBS						
SUBCONTRACTOR DIRECT, ON-PROJECT JOBS						
SUBCONTRACTOR NAME(S):						
PRIME AND SUBCONTRACTOR SUBTOTALS						
PRIME AND SUBCONTRACTOR TOTALS (NEW + EXISTING)						
8. CERTIFIED BY CONTRACTOR: <i>(Signature and Title)</i>					DATE	
TO BE COMPLETED BY AGENCY OR AUTHORIZED REPRESENTATIVE						
9. REVIEWED BY CONTRACT ADMINISTRATOR: <i>(Signature and Title)</i>					DATE	

MONTHLY EMPLOYMENT REPORT

CEM-1204 (NEW 03/2009) DLA Modified

INSTRUCTIONS FOR COMPLETING ARRA MONTHLY EMPLOYMENT REPORT FORM

BOX 1. Contract Number. The state-assigned project number or ID: district and expenditure authorization (EA).

BOX 2. Federal-aid Project Number. The state-assigned federal-aid project number.

BOX 3. First Day of Reporting Period. The first day of reporting period is the first day of the first payroll period of the month. If the beginning of the month splits the payroll period, then the report will include dates from the prior month as necessary to complete the payroll period.

BOX 4. Report Month. The month and year covered by the report. Reported as “mm/yy” (e.g. May 2009 would be coded as “05/09.”).

BOX 5. Contracting Agency. The name of the contracting agency. For state projects, enter Caltrans. For non-state projects, enter the name of the contracting agency (federal agency, tribe, MPO, city, county, etc.).

BOX 6. Contractor Name and Address. The name and address of the contractor shall include the firm name, street address, city, state, and zip code.

BOX 7. Employment Data.

Subcontractor Name(s). The name of each subcontractor that was active on the project for the reporting month.

Employees. The number of new hires and existing employees on the contractor’s workforce that month, and the number of new hires and existing employees for each of the active subcontractors that month. Do not include material suppliers. Reported as a whole number.

Hours. The total hours on the specified project for the new hires and existing employees on the contractor’s workforce that month, and the total hours for the new hires and existing employees for each of the active subcontractors that month. Reported as a whole number.

Payroll. The total dollar amount of wages paid by the contractor that month for employees on the specified project, and the total dollar amount of wages paid by each of the active subcontractors that month. Rounded to the nearest whole dollar and reported as a whole number. Refer to Section 9-1.03A(1), “Labor,” of the *Standard Specifications*.

Prime and Subcontractor Subtotals. The subtotal for number of employees, hours and payroll for new hires and existing employees for the contractor and listed subcontractor(s).

Prime and Subcontractor Totals (New + Existing). The total number of employees, hours and payroll for the contractor and listed subcontractor(s).

BOX 8. Certified by Contractor.

Name. Contractor representative or person responsible for certification of the information included on the form. By completing the form, the authorized representative certifies that they are knowledgeable of the hours worked and employment status for all employees. Contractors are responsible to maintain data to support the employment form and make it available to the state should it request supporting materials.

Date. The date that the contractor completed the employment form. Reported as “mm/dd/yy.”

BOX 9. Reviewed by Contract Administrator. (To be completed by the local agency or authorized representative.)

Name. Local agency representative, such as the resident engineer or contract manager, or authorized project representative responsible for reviewing the submitted form.

Date. The date that the state representative reviewed the form. Reported as “mm/dd/yy.”

**CAPITAL IMPROVEMENT PROJECT AGREEMENT
RECOVERY ACT**

Contract 10-00

***Construction of New
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068

City of Santa Clarita, California***

This AGREEMENT is made and entered into for the above-stated project this ____ day of _____ 20____, BY AND BETWEEN the City of Santa Clarita, as CITY, and _____, as CONTRACTOR.

CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

That contract documents for the aforesaid project shall consist of the Notice Inviting Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, special drawings, appendices, and City's Labor Compliance Program; together with this AGREEMENT and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said AGREEMENT documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or

discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

City and its respective elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, "Indemnitees") shall have no liability to CONTRACTOR or any other person for, and CONTRACTOR shall indemnify, defend, protect, and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or otherwise occurring as a result of or allegedly caused by the CONTRACTOR'S performance of or failure to perform any services under this Agreement, or by the negligent or willful acts or omissions of CONTRACTOR, its agents, officers, directors, or employees, committed in performing any of the services under this Agreement.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which CONTRACTOR has agreed to indemnify Indemnitees as provided above, CONTRACTOR, upon notice from City, shall defend Indemnitees at its expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The limits of the insurance required to be maintained by CONTRACTOR in this Agreement shall not limit the liability of CONTRACTOR hereunder. The provisions of this section shall survive the expiration or earlier termination of this agreement.

The provisions of this section do not apply to Claims occurring as a result of the City's active negligence or acts of omission.

ARTICLE VI

CONTRACTOR affirms that the signatures set forth hereinafter in execution of this AGREEMENT represent all individuals, firm members, partners, joint venturers, or corporate officers having principal interest herein.

ARTICLE VII

Nature of Relationship

CONTRACTOR shall not be subject to day-to-day supervision and control by CITY employees or officials. CONTRACTOR shall perform services in accordance with the rules, regulations and policies of CITY respecting such services, and in accordance with appropriate standards of professional conduct, if any, applicable to the services provided. CITY shall not be responsible for withholding any payroll or other taxes on behalf of CONTRACTOR. It is understood and agreed that the CONTRACTOR is, and at all times shall be, an independent CONTRACTOR and nothing contained herein shall be construed as making the CONTRACTOR, or any individual whose compensation for services is paid by the CONTRACTOR, an agent or employee of the CITY, or authorizing the CONTRACTOR to create or assume any obligation of liability for or on behalf of the CITY.

ARTICLE VIII

CONTRACTOR shall maintain and submit certificates of all applicable insurance including, but not limited to, the following and as otherwise required by law. The terms of the insurance policy or policies issued to provide the above insurance coverage shall provide that said insurance may not be amended or canceled by the carrier, for non-payment of premiums or otherwise, without thirty (30) days prior written notice of amendment or cancellation to the CITY.

Liability Insurance

During the entire term of this agreement, the CONTRACTOR agrees to procure and maintain General Liability insurance at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities, errors or omissions, of the CITY, or CONTRACTOR or any person acting for the CITY, or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts or activities of the CITY, or CONTRACTOR or any person acting for the CITY, or under its control or direction. Such public liability and property damage insurance shall also provide for and protect the CITY against incurring any legal cost in defending claims for alleged loss.

Should CONTRACTOR, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain coverage at CONTRACTOR'S expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate. In the alternative, should CONTRACTOR fail to meet any of the insurance requirements under this agreement, City may cancel the Agreement immediately with no penalty.

Should Contractor's insurance required by this Agreement be cancelled at any point prior to expiration of the policy, CONTRACTOR must notify City within 24 hours of receipt of notice of cancellation. Furthermore, CONTRACTOR must obtain replacement coverage that meets all contractual requirements within 10 days of the prior insurer's issuance of notice of cancellation. CONTRACTOR must ensure that there is no lapse in coverage.

Such General, Public and Professional liability, and property damage insurance shall be maintained in full force and effect throughout the term of the AGREEMENT and any extension thereof in the amount indicated above or the following minimum limits:

A combined single limit liability policy in the amount of \$2,000,000 or a commercial general liability policy with a \$2,000,000 occurrence limit and a \$4,000,000 aggregate limit will be considered equivalent to the required minimum limits.

All of such insurance shall be primary insurance and, shall name the City of Santa Clarita as additional insured. A Certificate of Insurance and an additional insured endorsement (for general and automobile liability), evidencing the above insurance coverage with a company acceptable to the City's Risk Manager shall be submitted to City prior to execution of this Agreement on behalf of the City.

If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the CONTRACTOR agrees that the minimum limits herein above designated shall be changed accordingly upon request by the City Manager.

The CONTRACTOR agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which the CONTRACTOR may be held responsible for the payment of damages to persons or property resulting from the CONTRACTOR's activities or the activities of any person or persons for which the CONTRACTOR is otherwise responsible.

Worker's Compensation Insurance

The CONTRACTOR shall procure and maintain, at its sole expense, Worker's Compensation Insurance in the amount of \$1,000,000 per occurrence or in such amount as will fully comply with the laws of the State of California and which shall indemnify, inure and provide legal defense for both the CONTRACTOR and the CITY against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the CONTRACTOR in the course of carrying out the work within the AGREEMENT. Such insurance shall also contain a waiver of subrogation naming the City of Santa Clarita.

Automotive Insurance

The CONTRACTOR shall procure and maintain, at its sole expense, throughout the term of this AGREEMENT, and any extension thereof, public liability and property damage insurance coverage for automotive equipment with coverage limits of not less than \$1,000,000 combined single limit. All such insurance shall be primary insurance and shall name the City of Santa Clarita as an additional insured.

Fire and Extended Coverage Insurance (Services involving real property only)

CONTRACTOR also agrees to procure and maintain, at its sole expense, during the term of this Agreement, and any extension thereof, a policy of fire, extended coverage and vandalism insurance.

ARTICLE IX

Pursuant to Senate Bill 542, chaptered in 1999, the Employment Development Department (EDD) of the State of California requires that a W-9 Form be filed by all vendors for all AGREEMENTS entered into with the City. CONTRACTOR agrees to complete all required forms necessary to comply with EDD regulations.

ARTICLE X

Term

This AGREEMENT shall be effective for a period beginning on the date shown in the Notice to Proceed, and ending on 35 days after the date of recordation of the Notice of Completion unless sooner terminated.

Modification/Termination

No modification, amendment or other change in this AGREEMENT or any provision hereof shall be effective for any purpose unless specifically set forth in writing and signed by duly authorized representatives of the parties hereto. This AGREEMENT may be terminated with or without cause by CITY giving CONTRACTOR thirty (30) days advance written notice. Any reduction of services shall require thirty (30) days advance written notice unless otherwise agreed in writing between CONTRACTOR and CITY. In the event of termination, CONTRACTOR shall be entitled to compensation for all satisfactory services completed and materials provided to the date of the notice of termination.

Non-Effect Waiver

CONTRACTOR's or CITY's failure to insist upon the performance of any or all of the terms, covenants, or conditions of this Agreement, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of future exercise of such rights or remedies, unless otherwise provided for herein.

Severability

In the event that any one or more of the provisions contained in this AGREEMENT shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this AGREEMENT, and the AGREEMENT shall then be construed as if such unenforceable provisions are not a part hereof.

Governing Law

This AGREEMENT shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California.

Compliance with Law

CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government, including City's Labor Compliance Program (LCP). CONTRACTOR shall comply with all aspects of the National Pollutant Discharge Elimination System (NPDES) in order to prevent pollution to local waterways. Failure to implement NPDES Requirements shall result in project delays through City issued Stop Work Notices and/or fines levied against the CONTRACTOR.

Conflict of Interest

CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

Prevailing Wages

If required by applicable state law including, without limitation Labor Code §§ 1720 (as amended by AB 975 (2001)), 1771, 1774, 1775, and 1776, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California prevailing wage determination at www.dir.ca.gov/DLSR/PWD. A copy of the prevailing rate of per diem wages must be posted at the job site.

This contract is subject to both federal and state prevailing wage requirements of the California Labor Code including Sections 1770 and 1773, the Davis-Bacon and Related Acts and the City's California Department of Industrial Relations (DIR) approved Labor Compliance Program. All covered work classifications required in performance of this contract will be subject to prevailing wage provisions. If there is a difference between the federal and state wage rates, the Contract and its subcontractors shall pay not less than the higher wage rate. Contractor shall further adhere to the requirements contained in the City's Labor Compliance Program. A copy of the Labor Compliance Program is available for review upon request at the Office of the City Clerk. All pertinent federal and State of California statutes and regulations, including, but not limited to those referred to in this contract and in the City's Labor Compliance Program, are incorporated herein as though set forth in their entirety. Additionally, the Contractor is responsible for obtaining a current edition of all applicable federal and State of California statutes and regulations and adhering to the latest editions of such.

Protection of Resident Workers

The City of Santa Clarita actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

Federal Prevailing Wages

The work being done pursuant to this Contract is paid for in part by the United States of America. Therefore, pursuant to the provisions applicable to such federal assistance, Contractor acknowledges and agrees that the services, construction, and maintenance pursuant to this Contract is, or may become, subject to certain federal laws and regulations, including, but not limited to, provisions of the Davis-Bacon Act, and particularly 29 Code of Federal Regulations Section 5.5 in part as follows:

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from federal funds or in accordance with guarantees of a federal agency or financed from funds obtained by pledge of any contract of a federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Section 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency provided that such modifications are first approved by the Department of Labor):

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 (a)(1)(iv) 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 Section 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 (a)(1)(ii) 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.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) 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 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. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) 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. (iii) 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. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The CITY 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the CITY 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. (i) 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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. (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a)(3)(i) of Regulations 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (federal stock number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) 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: (1) That the payroll for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of Regulations 29 CFR Part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3; (3) 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. (C) 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 (a)(3)(ii)(B) of this section. (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the CITY or 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 CITY 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. 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--(i) Apprentices. 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 to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees. 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. (iii) 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.

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the _____ (type in the name of the federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or

any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) 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). (ii) 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). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any 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 Section 5.5(a) or 4.6 of Part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards. (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. (3) Withholding for unpaid wages and liquidated damages. The CITY 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 (b)(2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

ARTICLE XI

Buy American Rule

Contractor agrees to comply with all the requirements of Section 1605 of the Recovery Act of 2009 including, but not limited to, the following provision of Section 1605:

"None of the funds appropriated or otherwise made available by this Act may be used for a project for construction, alteration, maintenance, or repair of a public building or public

work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States."

Contractor is directed to Exhibit "A" to this AGREEMENT which provides additional information regarding the Buy American Rule. In the event there are any errors or omissions by the Contractor in complying with this Article which causes any loss of funding to the City for the project which is the subject of this AGREEMENT, the Contractor is obligated to reimburse the City for any such loss of funding from all available sources including, but not limited to, the Performance Bond, offsets by the City from any payments otherwise due to the Contractor under this AGREEMENT and any other funds or assets of the Contractor.

ARTICLE XII

Reporting Obligations under Recovery Act of 2009

In addition to all other reporting requirements of the Contractor set forth in this AGREEMENT, Contractor agrees to comply with the additional reporting requirements of "vendors" pursuant to Section 1512 of the American Recovery and Reinvestment Act of 2009. Information required of "vendors" includes the following:

1. Monies spent on goods and/or services;
2. Name of vendor(s) with who said monies are spent;
3. Type of goods and/or services said money was spent;
4. Purpose for which said monies were spent;
5. DUNS number of Contractor (if obtained);
6. DUNS numbers of subsequent sub-contractors and/or vendors with whom goods and/or services are purchased by Contractor (if obtained);
7. Zip+4 of Contractor's headquarters;
8. Zip+4 of subsequent sub-contractors' and/or vendors' headquarters with whom goods and/or services are purchased by Contractor;
9. Number of weekly hours worked by each Contractor employee and Sub-contractor employee who either retained their job status as a result of the project subject to this AGREEMENT, or was hired specifically to fulfill the requirements of the project subject to this AGREEMENT.

The above information shall be reported in writing directly to the City throughout the duration of the project subject to this AGREEMENT, cumulatively, on a quarterly basis beginning October 1, 2009 and thereafter on January 1, 2010; April 1, 2010; July 1, 2010; October 1, 2010; January 1, 2011; April 1, 2011; July 1, 2011; October 1, 2011 and so on. On each of these dates, the information must be reported to the City no later than 5pm. If any of these dates falls on a weekend or holiday, the information must be reported to the City by 5pm on the business day before weekend or holiday. Timely submission of this information to the City is critical as the City has reporting obligations under the American Recovery and Reinvestment Act of 2009 and the City needs this information to fulfill the City's reporting obligations to the federal government. The above information may be reported to the City by completing Exhibit B attached hereto in hard copy or electronically via email to:

Patrick Bryant
City of Santa Clarita
23920 Valencia Blvd., Suite 300
Santa Clarita, CA 91355
Email: pbryant@santa-clarita.com
Fax: 661-259-8125

In the event the Contractor fails to timely and accurately report the above information to the City which failure causes any loss of funding to the City for the project which is subject to this AGREEMENT, the Contractor is obligated to reimburse the City for any such loss of funding from all available sources including, but not limited to, the Performance Bond, offsets by the City from any payments otherwise due to the Contractor under this AGREEMENT and any other funds or assets of the Contractor.

If the Contractor has any questions about the above reporting obligations, then the Contractor is encouraged to contact Patrick Bryant at 661-255-4902 (Phone) or pbryant@santa-clarita.com (Email).

In addition, the Contractor may obtain information about the reporting obligations on line from the helpdesk staff of the Office of Management and Budget at www.FederalReporting.gov website.

The parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names and titles this ____ day of _____ 20__.

CONTRACTOR: CONTRACTOR Name: _____

Address: _____

Phone & Fax No. _____

ALL SIGNATURES MUST BE
WITNESSED BY NOTARY
(ATTACH JURATS)

Signed By: _____

Print Name & Title: _____

CONTRACTOR's License No. _____

Class _____

CITY: _____ Date: _____
Mayor/City Manager of the City of Santa Clarita

Attest: _____ Date: _____
City Clerk of the City of Santa Clarita

Approved as to Form: _____ Date: _____
City Attorney of the City of Santa Clarita

**PAYMENT BOND
Construction of
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068**

City of Santa Clarita, California
City of Santa Clarita, California

WHEREAS, the City of Santa Clarita, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project.

AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of _____ Dollars (\$ _____)

which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by the court.

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

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of

_____, 20____.

CONTRACTOR*

SURETY*

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this ____ day of _____, 20____.

NOTARY PUBLIC _____

FAITHFUL PERFORMANCE BOND

**Construction of
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068**

City of Santa Clarita, California

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR, AND _____, as SURETY, are held and firmly bound unto the City of Santa Clarita, as AGENCY, in the penal sum of _____ dollars (\$_____), which is one-hundred (100%) percent of the total amount for the above-stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligation or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, the parties hereto have set their names, titles, hands, and seals, this _____ day of _____, 20__.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address, and telephone number and the name, title, address, and telephone number of authorized representative.

MAINTENANCE BOND
Construction of
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068

City of Santa Clarita, California

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Santa Clarita, as AGENCY has awarded to _____, as CONTRACTOR, a contract for the above stated project.

AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of _____ Dollars (\$ _____), which is fifty percent (50%) of the total contract amount for the above stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under said contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorneys fee to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20____.

CONTRACTOR* _____

SURETY* _____

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

LABOR AND MATERIAL BOND

**Construction of
Old Town Newhall Library
Project No. F2007390
Bid No. ENG-10-11-F2007390
Federal-Aid No. DE-SC0003068**

City of Santa Clarita, California

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR AND _____, as SURETY, are held and firmly bound unto the City of Santa Clarita, as AGENCY, in the penal sum of _____ dollars (\$_____), which is one-hundred (100%) percent of the total amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall insure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, the parties hereto have set their names, titles, hands, and seals, this _____ day of _____, 20__.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address, and telephone number and the name, title, address, and telephone number of authorized representative.

SECTION E - GENERAL PROVISIONS

Construction of Old Town Newhall Library

Bid No. ENG-10-11-F2007390

City Project Number F2007390

City of Santa Clarita, California

The general provisions for this contract shall be in conformance with Part 1, "General Provisions," of the Standard Specifications for Public Works Construction, 2009 Edition, (SSPWC or Greenbook 2009) accept as amended and or superseded by the following:

PART 1 - GENERAL PROVISIONS

BIDDER shall take note that the amendment and additional provision that follow are not all shown in the order or numbering system as shown in the Greenbook 2009 edition.

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS

AGENCY		City of Santa Clarita
Board	-	City Council representing the City of Santa Clarita
Caltrans	-	California Department of Transportation
Caltrans Specifications	-	"Standard Specifications" and "Standard Plans", latest edition, issued by the State of California Department of Transportation.
Cape Seal	-	Type II slurry seal on top of ARAM interlayer.
City	-	City of Santa Clarita
City Attorney	-	Attorney for the City of Santa Clarita
C&DMMP	-	Construction & Demolition Materials Management Plan
Engineer	-	City of Santa Clarita, City Engineer
Finish Grade	-	Proposed grade, proposed finished grade, final finished grade.
Inspector	-	Inspector for the City of Santa Clarita
Owner	-	City of Santa Clarita
PCC	-	Portland Cement Concrete
State	-	State of California
SSPWC	-	Standard Specification of Public Works Construction, 2009 Edition
Greenbook	-	Standard Specification of Public Works Construction, 2009 Edition
SPPP	-	Storm Water Pollution Prevention Plan
WPCP	-	Water Pollution Control Program

SECTION 2 - SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF CONTRACT – Replace as follows

Within ten (10) working days after the date of the AGENCY's notice of award, the CONTRACTOR shall execute and return the following contract documents to the AGENCY:

- Capital Improvement Project Agreement
- Payment Bond
- Faithful Performance Bond
- Maintenance Bond
- Labor and Material Bond
- Public Liability and Property Damage Insurance Certificate and Endorsements
- Auto Insurance
- Worker's Compensation Insurance Certificate
- W-9 Form
- Diversion Security Deposit
- Construction and Demolition Materials Management Plan (C&DMMP, see Section E7-8.10)

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

PRE-CONSTRUCTION MEETING

A Pre-Construction Conference shall be conducted at the Santa Clarita City Hall, 23920 Valencia Boulevard, Santa Clarita, CA 91355, prior to the start of construction. The job-site foreman or superintendent assigned by the CONTRACTOR for this project shall be present at the Pre-Construction Meeting. The CONTRACTOR shall prepare a tentative progress schedule for submission and review at the Pre-Construction Meeting. The discussion shall include: verification of equipment orders; project supervision; on-site inspection; progress schedules and reports; payments to CONTRACTOR; safety; and other anticipated problems pertinent to the project. The City of Santa Clarita will issue Notice to Proceed and Encroachment Permits at the Pre-Construction Meeting.

At this conference, the CONTRACTOR shall designate, in writing, a representative who shall have complete authority to act for the CONTRACTOR. An alternate representative may be designated. The representative or alternate shall be present at the job site whenever work is in progress or whenever actions of the elements necessitate its presence to take measures necessary to protect the project, persons, or property. Any order or communication given to this representative shall be deemed delivered to the CONTRACTOR.

In the absence of the CONTRACTOR or its designated representative, necessary or desirable directions or instructions may be given by the Engineer to the superintendent or person having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the CONTRACTOR or its representative.

Those attending the meeting shall include, but not be limited to the following:

- CONTRACTOR
- SubCONTRACTORS
- CONTRACTOR finance representative or certified payroll designee for Labor Compliance instructions
- City of Santa Clarita Department of Public Works Staff
- City of Santa Clarita Project Manager
- City of Santa Clarita Project Inspector
- Design Architect/Engineer
- Affected utility companies representatives

Refer to Specification Section 01 3100 for additional information.

Section 2 is amended by replacing Subsection 2-3.2 with the following:

2-3.2 Self Performance. The Contractor is not required to self perform any Contract work with its own organization.

Section 2 is amended by deleting the third paragraph from Subsection 2-5.1. Refer to Specification Section 01 3300 for information related to shop drawings.

Section 2 is amended by deleting Subsection 2-5.3. Refer to Specification Section 01 3300 for Submittal Procedures.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 **Examination of Contract Documents and Job Site.**

2-5.4 EXAMINATION OF CONTRACT DOCUMENTS AND JOB SITE

The BIDDER shall examine carefully the entire sites of the work, including but not restricted to the conditions and encumbrances related thereto, the plans and specifications, and the proposal and contract forms. The submission of a bid shall be conclusive evidence that the BIDDER has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed, the quantities of material to be furnished, and as to the requirements of the proposal, plans, specifications, and other contract documents.

The CONTRACTOR shall carefully study and compare the Contract Documents with each other and with information available to the CONTRACTOR and furnished by the AGENCY and shall immediately notify the Engineer of errors, inconsistencies or omissions discovered. If the CONTRACTOR performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Engineer, the CONTRACTOR shall assume appropriate responsibility for such performance and shall assume responsibility for the full costs for correction.

The CONTRACTOR shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CONTRACTOR with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Engineer immediately.

When existing conditions are encountered which, in the opinion of the Engineer, require temporary suspension of work for design modifications or for other determinations to be made, the CONTRACTOR shall move to other areas of work until such determinations are made at no cost to the AGENCY. The CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if the CONTRACTOR makes an approved claim therefore as provided in **SECTION 3-CHANGES IN WORK** of the SSPWC.

Section 2 is amended by deleting Subsection 2-9.2. Refer to Specification Section 01 7123 for requirements for surveying.

2-11 INSPECTION OF THE WORK – Add the following:

The CONTRACTOR shall notify the Engineer or City Inspector forty-eight (48) hours in advance of the start of each phase / item of work. There will be an inspection of this project to ensure strict adherence to the plans and specifications.

Any work done in unauthorized areas or in a manner unacceptable to the inspector shall not be accepted or paid for by the City.

No concrete or asphalt pavement shall be placed prior to AGENCY inspection of the work area and sub-grade conditions.

The City of Santa Clarita shall pay the costs for all material and compaction testing except for tests that fail. The cost of any failed tests will be paid by the Contractor and will be deducted from the final contract amount.

SECTION 3 - CHANGES IN WORK -

3-2 CHANGES INITIATED BY THE AGENCY

3-2.1 General. - Add to Section 3 the following:

The AGENCY may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

Each approved change order shall be considered as an amendment to the Contract Documents and shall not be considered approved until executed by the AGENCY.

The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the work. The CONTRACTOR shall proceed with the performance of any changes in the work so ordered by the Engineer unless the CONTRACTOR believes that such Field Order entitles him to a change in Contract Price or Time, or both in which event he shall give the Engineer WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for change in Contract Price or Time within thirty (30) days.

Engineer has authority to make minor changes in the work, which do not involve extra cost and are not inconsistent with the Contract Documents. CONTRACTOR's acting on such instructions, explanations and drawings of the Engineer means that CONTRACTOR agrees that such explanations, instructions and drawings are within the scope of the work in accordance with the intent of the Contract Documents and does not constitute a basis for modification of the Contract Documents as to price or time.

The CONTRACTOR shall not execute such changes pending the receipt of an executed Change Order or further instructions from the AGENCY.

The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for the increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

1. Unit prices previously approved.
2. An agreed lump sum.
3. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work.

3-3 EXTRA WORK

Subsection 3-3.2.3 - Markup is replaced by the following:

- a. Work by the CONTRACTOR: Markup for work by the CONTRACTOR shall not exceed 10 percent.
- b. Work by the SUBCONTRACTOR: Markup for work by the SUBCONTRACTOR shall not exceed 10 percent.

3-4 CHANGED CONDITIONS – Modify the sixth paragraph in Section 3-4 as follows:

The Engineer will investigate conditions which appear to be changed conditions. If the Engineer determines that the conditions are changed conditions and will materially affect costs, a Change Order will be issued adjusting the compensation for such portion of the Work in accordance with Section 3 – CHANGES IN THE WORK and Specification Section 01 2600 Contract Modification Procedures. If the Engineer determines that the conditions are changed conditions and will materially affect performance time, the Contractor, upon submitting a written request, will be granted an extension of time in accordance with Specification 01 3200 Construction Progress Documentation.

3-4 CHANGED CONDITIONS - Add to Section 3-4, "Changed Conditions" the following:

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the "Materials Information," log of test borings, other geotechnical data obtained by the City's investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Protect and maintain existing profile grades and street cross-fall. Deviations from the above, whether in plan or field, shall be identified to the Engineer or City Inspector in writing prior to any work at least two weeks (10 working days) in advance. Cost of repair and restoration shall be at the CONTRACTOR's expense.

Field obstructions, grade differences, or differences in dimensions may exist that might not have been considered or observed during design of this project. Upon discovery of the difference, the CONTRACTOR shall promptly notify the Engineer or City Inspector and the City having jurisdiction in writing at least two weeks (10 working days) in advance of disturbing, any physical conditions differing from those represented by approved plans and specifications. In the event this notification is not performed, the CONTRACTOR shall assume full responsibility for necessary revisions.

The CONTRACTOR will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 3-3 "Extra Work," of the Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the CONTRACTOR as correct. The notice of potential claim shall set forth in what respects the CONTRACTOR's position differs from the Engineer's determination and provide any additional information obtained by the CONTRACTOR, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the CONTRACTOR's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information," a review of the log of test borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the CONTRACTOR subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

3-6 NOTICE TO SURETIES

Section 3, Changes in Work, is amended by adding thereto the following Subsection 3-6:

The CONTRACTOR shall notify his sureties and the carriers of the insurance furnished and maintained by him of any changes affecting the general scope of work or change in the contract price, or time, or a combination thereof, and the amount of the applicable bonds and the coverage of the insurance shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustments to the AGENCY.

3-7 SPECIFICATION SECTION 01-2600 CONTRACT MODIFICATION PROCEDURES

Section 3, Changes in Work, is amended by adding thereto the following Subsection 3-7:

The CONTRACTOR shall refer to Specification Section 01-2600 Contract Modification Procedures for additional information.

SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General. Delete the last sentence of the first paragraph of this Subsection.

4-1.3 Inspection Requirements

4-1.3.1 General. Add the following to this Subsection:

Contractor shall refer to Specification Section 01 4000 Quality Requirements and the Drawings for additional Inspection Requirements.

4-1.3.2 Inspection of Materials not Locally Produced: Delete this Subsection.

SECTION 5 – UTILITIES

5-1 LOCATION - Add the following:

The following Utilities, with contact information, are known to be within the Contract limits:

- A. Contact Underground Service Alert at least 2 working days in advance of disturbance. 1-800-227-2600.
- B. Contactor shall provide for the removal of electrical, and gas meters on the buildings. Also, protect the water meters, in place.

The CONTRACTOR's attention is directed to Section 5 "Utilities" and Subsections 7-9 "Protection and Restoration of Existing Improvements" of the Standard Specifications and to the contract Plans for location of utilities. The CONTRACTOR shall verify the location, size, and type of all existing utilities prior to construction.

Utilities include but are not limited to; telephone, electricity, gas, oil transmission, fiber-optic cable, cable television lines, domestic water, reclaimed water, sewer, and traffic signal interconnect lines.

Payment for construction relocation or adjustment of these utility lines shall be the responsibility of the respective utility companies, unless otherwise indicated elsewhere in these Special Provisions.

The CONTRACTOR shall obtain all necessary permits and notify the following agencies at least 72-hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated. It shall be the responsibility of the CONTRACTOR to coordinate all phases of construction with the various utility companies involved.

The California Public Utilities Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The CONTRACTOR shall notify Southern California Gas Company, Headquarters Planning Office at (818) 701-3261 at least 2 working days prior to the start of construction.

The location and existence of utilities and improvements shown on the plans are approximate and taken from available records. The CONTRACTOR shall verify the location of existing improvements and shall take all precautions to protect them whether shown or not. The CONTRACTOR shall notify Underground Service Alert at 1-800-422-4133 at least 48 hours prior to any excavation. The CONTRACTOR is advised of the existence of the utility notification service provided by Underground Service Alert (USA). USA member utilities will provide the CONTRACTOR with the precise locations of their substructures in the construction area when the CONTRACTOR gives at least 48 hours notice to Underground Service Alert by calling 1-800-422-4133.

The exact location and identification of all existing utilities shall be determined by the CONTRACTOR prior to the start of any work.

All existing City-owned utilities located in sidewalk, driveway approach, access ramp, or any area requiring grade adjustment due to the proposed improvements shall be considered appurtenant to the bid item for which the adjustment is required.

The CONTRACTOR shall protect-in-place all utilities otherwise noted on the plans.

Prior to commencement of construction, CONTRACTOR shall physically locate, verifying horizontal and vertical locations, and map existing underground facilities within the work area that are marked by Underground Service Alert (USA) or shown on the drawings. CONTRACTOR shall protect all such facilities from damage due to construction activities for the duration of the project. CONTRACTOR shall deliver a plan with the location of each potholed utility to the Engineer. CONTRACTOR shall notify affected utilities.

Repair of damage to such facilities shall be at the CONTRACTORs expense and shall be considered as integral to this item of work. CONTRACTOR shall be responsible for following all applicable rules and regulations concerning work in the vicinity of underground and/or overhead utilities.

CONTRACTOR shall use bedding sand to back fill around utilities in any excavation.

The cost for coordination with the utility companies and providing the time, work areas, protecting their facilities, in place as shown on plans and as specified in these provision shall be included in the related items of work and no additional time allowance or compensation shall be made thereof.

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF WORK

Section 6 is amended by deleting Subsection 6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK. Contractor shall refer to Specification Section 01 3200 Construction Progress Documentation for additional information.

Section 6 is amended by modifying Subsection 6-6 DELAYS AND EXTENSIONS OF TIME as follows:

Replace 6-6.2 Extensions of Time with the following: Extensions of time, when granted, will be based upon the effect of delays to the Work. Extensions of time will only be granted when activities identified in the Baseline Schedule as critical path activities are affected by a change in the Work. Refer to Specification Section 01 3200 Construction Progress Documentation for additional information.

6-7 TIME OF COMPLETION

Subsection 6-7 is amended by replacing 6.7-1 in the Standard Provisions with the following:

6-7.1 General - Time is of the essence in the performance of the work. The CONTRACTOR shall begin work within ten (10) calendar days after date of the Notice to Proceed and shall diligently prosecute the work to completion in every detail, within 425 Calendar Days after the date in the Notice to Proceed with Work, exclusive of maintenance periods if any.

Subsection 6-7 is amended by replacing 6.7-2 in the Standard Provisions with the following:

6-7.2 Working Day - CONTRACTOR's activities shall be confined to the hours between 7:00 am. and 4:00 pm. Monday through Friday. In addition, no work shall be performed by the CONTRACTOR on Saturday, Sunday, or on AGENCY-designated holidays. Days designated as holidays by the AGENCY are listed in Table 1.

Deviations from these restrictions will not be permitted without the prior consent of the ENGINEER, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the CONTRACTOR. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the CONTRACTOR.

Failure of the CONTRACTOR to adhere to these restrictions will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each occurrence of a working day or hours violation, as provided herein, the CONTRACTOR shall pay to the AGENCY, or have withheld from monies due to it, the sum of \$2,000, unless otherwise provided in the specifications.

TABLE 1
AGENCY-DESIGNATED HOLIDAYS

Labor Day	September 6, 2010
Veteran's Day	November 11, 2010
Thanksgiving Day	November 25, 2010
Day After Thanksgiving	November 26, 2010
1/2 Day for Christmas Eve	December 24, 2009 (observed December 23, 2009)
Christmas Day	December 25, 2009 (observed December 24, 2009)
1/2 Day for New Year's Eve	December 31, 2009 (observed December 30, 2009)
New Year's Day	January 1, 2011 (observed December 31, 2010)
Martin Luther King Day	January 17, 2011
President's Day	February 21, 2011
Memorial Day	May 30, 2011
Independence Day	July 4, 2011
Labor Day	September 5, 2011
Veteran's Day	November 11, 2011
Thanksgiving Day	November 24, 2011
Day after Thanksgiving	November 25, 2011
½ Day for Christmas Eve	December 24, 2011 (observed December 23, 2011)
Christmas Day	December 25, 2011 (observed December 26, 2011)
½ Day for New Year's Eve	December 31, 2011 (observed December 30, 2011)
New Year's Day	January 1, 2012 (observed January 2, 2012)
Martin Luther King Day	January 16, 2012

Section 6 shall be amended by deleted Subsection 6-7.3 Contract Time Accounting.

Section 6 shall be amended by modifying Subsection 6-8 COMPLETION, ACCEPTANCE, AND WARRANTY as follows:

Modify the third paragraph as follows: The warranty period for equipment or material shall commence on the date of Substantial Completion as deemed by the Engineer. In the event such items are not placed into service by this date, the warranty period shall commence once the work has been accepted by the Engineer. See Specification Sections 01-6000 Product Requirements, 01-7700 Closeout Procedures, 01-7836 Warranty and Guarantees, and technical specification sections in Divisions 02 through 33 for additional information.

Modify the first sentence of the fourth paragraph as follows: All work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year from the date of Substantial Completion unless otherwise noted.

6-9 LIQUIDATED DAMAGES

Liquidated damages for failure of the CONTRACTOR to complete the work within the time allowed are hereby amended to be two thousand dollars (\$2,000.00) per day.

ADD Paragraph 6-9.1 "Liquidated Damages for Avoidable Delay"

For each and every day that any portion of the work remains unfinished after the time fixed for completion in the contract documents as modified by any extension of time granted pursuant to Paragraph 6-6.1.3, damage will be sustained by the AGENCY. Because of the difficulty in computing the actual material loss and disadvantage to the AGENCY, it is determined in advance and agreed to by the parties hereto that the CONTRACTOR will pay the AGENCY the amount of damages set forth herein as representing a reasonable forecast of the actual damages which the AGENCY will suffer by the failure of the CONTRACTOR to complete the work within the stipulated time. The execution of the agreement shall constitute acknowledgment by the CONTRACTOR that he/she has ascertained and agrees that the AGENCY will actually suffer damages in the amount herein fixed for each and every day during which the completion of the work is avoidably delayed beyond the stipulated completion date.

Unless otherwise provided in the contract documents, the CONTRACTOR shall have no claim or right of action against the AGENCY for damages, costs, expenses, loss of profits, or otherwise because of or by reason of any delay in the fulfillment of the contract within the time limited therefore occasioned by any cause or event within the CONTRACTOR's control.

Failure of the City to insist upon the performance of any covenant or conditions within the time period specified in the contract documents shall not constitute a waiver of the CONTRACTOR's duty to complete performance within the designated periods unless the waiver is in writing.

The City's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the contract documents.

Damages for avoidable delays shall be in the amount of \$2,500.00 for each consecutive calendar day in excess of the time specified for completion of the work.

ADD Section 6-11 DISPUTES AND CLAIMS

ADD Section 6-11.1 General

Any and all decisions made on appeal pursuant to this Subsection 6-11 shall be in writing. Any “decision” purportedly made pursuant to this Subsection 6-11 which is not in writing shall not be binding upon the AGENCY and should not be relief upon the CONTRACTOR.

Nothing in this subsection shall be considered as relieving the CONTRACTOR from his duty to file the notice required elsewhere or other duties required by the contract documents.

Add Section 6-11.2 Administrative Review

Prior to demand for arbitration, the CONTRACTOR shall exhaust his administrative remedies by attempting to resolve his dispute to claim with AGENCY’s staff in the following sequence:

Project Manager
Director of Public Works

Should the Project Manager fail to address a request by the CONTRACTOR for review of a disputed decision within 14 calendar days after receiving such request, the CONTRACTOR may proceed directly to the Director of Public Works. At the option of the AGENCY, the person to whom the request for review is directed may elect to take such request to a higher level and the CONTRACTOR’s request shall be deemed to be properly submitted to such higher lever.

The Director of Public Works shall address disputes or claims within 28 calendar days after receiving such request and all necessary supporting data. The Director of Public Works’ decision on the dispute or claim shall be the AGENCY’s final decision.

Requests for review made to the Public Works Inspector or Project Manager shall be written. Requests for review made to the Director of Public Works shall be made in writing with supporting evidence attached.

Each request for review shall be submitted by the CONTRACTOR within 21 calendar days of receipt of the decision which he wishes.

SECTION 7 - RESPONSIBILITIES OF CONTRACTOR

Section 7 is amended by adding Subsection 7-1 as follows:

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES

A noise level limit of 86 dba at a distance of 50 feet shall apply to all construction equipment on or related to the job whether owned by the CONTRACTOR or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

The CONTRACTOR shall arrange and maintain a secure storage site for all equipment and materials. The CONTRACTOR shall submit a route plan for the delivery of materials to the job site at least seven (7) days before commencing work.

Deviation from these requirements will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.

The CONTRACTOR shall not start, operate, move, or idle equipment prior to the designated working time of 7:00 a.m. Monday through Friday unless otherwise approved by the AGENCY.

Refer to Specification Section 01-5000 Temporary Facilities, Utilities & Controls for additional information.

7-2 LABOR

Subsection 7-2.2 is amended by adding the following:

7-2.2 LAWS - The CONTRACTOR and all subCONTRACTORS, suppliers, and vendors shall comply with all AGENCY, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The CONTRACTOR shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

In accordance with the Labor Code, as provided in Section 1773, et. seq., the AGENCY has on file in the City Clerk's office the latest prevailing rates as established by the Director of Industrial Relations of the State of California. The CONTRACTOR shall not pay less than these rates.

Section 7 – Responsibilities of the Contractor is amended by replacing subsection 7-3 of the Standard Provisions with the following:

7-3 LIABILITY INSURANCE

Liability insurance coverage requirements are amended as follows:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$ 2,000,000
Products/Completed Operations Hazard	\$ 1,000,000
Comprehensive Automobile Liability	\$ 1,000,000
Contractual General Liability	\$ 2,000,000

A combined single-limit policy in the amount of \$2,000,000 or a commercial general liability policy with a \$2,000,000 occurrence limit and a \$4,000,000 aggregate limit will be considered equivalent to the required minimum limits.

Except as provided for in Subsection 6-10, the CONTRACTOR shall save, keep and hold harmless the AGENCY, its officers, employees, and agents from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be caused by any willful or a negligent act or omission by the CONTRACTOR, any of the CONTRACTOR's employees, or any subCONTRACTOR. The AGENCY will not be liable for any accident, loss or damage to the Work prior to its completion and acceptance, except as provided for in Subsection 6-10 of the SSPWC.

Except as provided for in Subsection 6-10, the CONTRACTOR shall save, keep and hold harmless the following:

- City of Santa Clarita (Property Owner)
- Additional Property Owners as required to complete the work.

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of an expiration or proposed cancellation of such policies for any reason whatsoever, the AGENCY shall be notified by registered or certified mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective.

A Certificate of Insurance evidencing the above policy shall be submitted to the AGENCY concurrently with the filing of the Faithful Performance Bond and Payment (Labor and Material) Bond and shall be subject to the approval of the City Attorney.

All of such insurance shall be primary insurance and, except for professional liability insurance, shall name the City of Santa Clarita and its officers, agents, servants and employees, as additional insured. The policy shall also name the following as additional insured:

- City of Santa Clarita (Property Owner)
- Additional Property Owners as required to complete the work

The cost of this insurance shall be included in the CONTRACTOR's bid.

7-5 PERMITS

Subsection 7-5 of the SSPWC is hereby deleted and replaced with the following:

Prior to the start of work, the CONTRACTOR shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. AGENCY permits will be issued at no charge to the CONTRACTOR. The CONTRACTOR and all subCONTRACTORS shall be licensed in accordance with State Business and Professions Code. The CONTRACTOR shall also obtain, at the CONTRACTOR's cost, any and all other permits, licenses, inspections, certificates or authorizations required by any governing body or entity.

The CONTRACTOR shall pay all costs incurred by the permit requirements. The AGENCY will reimburse the CONTRACTOR permit fees associated with the contract. CONTRACTOR shall submit original permit fees for review by AGENCY prior to any reimbursement. No reimbursement to the CONTRACTOR will be made for his time or associated costs incurred in procuring construction permits.

7-6 CONTRACTOR'S REPRESENTATIVE – Add the following:

The CONTRACTOR's Representative is required to be accessible by pager or cellular phone at all times.

7-8 WORK SITE MAINTENANCE

Add the following to Subsection 7-8.2

7-8.2.1 Cleanup and Dust Control

- a. The CONTRACTOR shall comply with Section “Cleanup and Dust Control,” and Section “Air Pollution Control”. The CONTRACTOR must comply with the City of Santa Clarita’s Municipal Code and State Regulations.
- b. Storm Water treatment and dust control shall be the responsibility of the CONTRACTOR. An approved Storm Water Pollution Prevention Plan (SWPPP) is provided to the CONTRACTOR. A copy shall be available on-site during construction. Implementation of the Plan is the responsibility of the CONTRACTOR.
- c. The CONTRACTOR shall comply with the Board’s Construction and Demolition Ordinance per the California Integrated Waste Management Act of 1989, commonly referred to as Assembly bill 939 (AB939). This ordinance requires that at least 50% of all construction and demolition materials and inert waste from construction, demolition, and grading projects be diverted from landfills. The CONTRACTOR shall prepare a Construction and Demolition Materials Management Plan (C&DMMP) in accordance with the guidelines established by the Board. The C&DMMP must be completed prior to the start of construction. The C&DMPP shall be reviewed and approved by the Board prior to the start of construction. The completed C&DMPP shall, at a minimum, comply with Section 15.46.300 of the Board’s Municipal Code.
- d. The following three conditions must be met in order to obtain approval of the C&DMMP: (1) the C&DMMP provides all the information set forth in Sections 15.46.300, 15.46.310, and 15.46.320 of the Board’s Municipal Code; (2) the C&DMMP indicates that the appropriate Diversion Requirements will be met; (3) the CONTRACTOR has submitted an appropriate Diversion Security Deposit in compliance with Section 15.46.400 of the Board’s Municipal Code.

7-8.2.1.1 Dust Control

Dust generated by traffic, CONTRACTOR’s operations, or wind are all included in the definition of “dust.”

All activities shall be in compliance with the South Coast Air Quality Management District’s (SCAQMD) Rule.

High wind condition is defined as instantaneous wind speeds exceeding 25 miles per hour (SCAQMD Rule 403, (c), (19), High Wind Conditions).

Inactive Disturbed Surface Area means any disturbed surface area upon which active operation have not occurred or are not expected to occur for a period of 20 consecutive days. (SCAQMD Rule 403, (c), (20), Inactive Disturbed Surface Area).

Stabilized Surface means any previously disturbed surface area or open storage pile which, through the application of dust suppressants, shows visual or other evidence of surface crusting and is resistant to wind-driven fugitive dust and is demonstrated to be stabilized. Stabilization can be demonstrated by one or more of the applicable test methods contained in the Rule 403 Implementation Handbook. (SCAQMD Rule 403, (c), (31), Stabilized Surface).

Chemical Stabilizers are any non-toxic chemical dust suppressant which must not be used if prohibited for use by the Regional Water Quality Control Boards, the California Air Resources Board, the U.S. Environmental Protection Agency (U.S. EPA), or any applicable law, rule or regulation. The chemical stabilizers shall meet any specifications, criteria, or tests required by any federal, state, or local water agency. Unless otherwise indicated, the use of a non-toxic chemical stabilizer shall be of sufficient concentration and application frequency to maintain a stabilized surface.

In order to reduce PM10 emissions to the maximum extent feasible, the CONTRACTOR shall take these measures during the following operations:

Earth Moving

- During high wind conditions, cease all active operations; OR
- Apply water to soil not more than 15 minutes prior to moving soil.

Disturbed Surface Area

- On the last day of active operations prior to a weekend, holiday, or any other period when active operations will not occur for not more than four consecutive days: apply water with a chemical stabilizer diluted to not less than 1/20 of the concentration required to maintain a stabilized surface for a period of 6 months; OR
- Apply chemical stabilizers prior to a wind event; OR
- Apply water to all unstabilized disturbed areas 3 times per day. If there is any evidence of wind driven fugitive dust, watering frequency is increased to a minimum of four times per day; OR
- Establish a vegetative ground cover within 21 days after active operations have ceased. Ground cover must be of sufficient density to expose less than 30 percent of unstabilized ground within 90 days of planting, and at all times thereafter; OR
- Utilize a combination of the above control actions such that, in total, these actions apply to all disturbed surface areas.

Unpaved Roads

- Apply chemical stabilizers prior to a wind event; OR
- Apply water twice per hour during active operation; OR
- Stop all vehicular traffic.

Open Storage Piles

- Apply water twice per hour during active operation; OR
- Apply chemical stabilizers; OR
- Install temporary coverings.

Paved Road Track-out

- All vehicles must exit through the designated construction exit; AND
- Cover all haul vehicles. ;

All Categories

- Any other control measure approved by the Executive Officer and the U.S. EPA as equivalent to the methods specified above may be used.

In order to reduce PM₁₀ emissions to the maximum extent feasible, the CONTRACTOR shall take these measures during the following operations:

Earth Moving (Except Construction)

- Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D 2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. Two soil moisture evaluations must be conducted during the first three hours of active operations during a calendar day, and two such evaluations each subsequent 4-hour period of active operation; OR
- For any earth-moving that is more than 100 feet from all property lines, conduct watering as necessary to prevent visible dust emissions from exceeding 100 feet in length in any direction.

Earth Moving (Construction Fill Areas)

- Maintain soil moisture content at a minimum of 12 percent, as determined by ASTM method D2216, or other equivalent method approved by the Executive Officer, the California Air Resources Board, and the U.S. EPA. For areas which have an optimum moisture content for compaction of less than 12 percent, as determined by ASTM method 1557 or other equivalent method approved by the Executive Officer and the California Air Resources Board, and the U.S. EPA, complete the compaction process as expeditiously as possible after achieving at least 70 percent of the optimum soil moisture content. Two soil moisture evaluations must be conducted during the first 3 hours of active operations during a calendar day, and two such evaluations during each subsequent 4-hour period of active operations.

Earth Moving (Construction Cut Areas)

- Conduct watering as necessary to prevent visible emissions from extending more than 100 feet beyond the active cut or mining area unless the area is inaccessible to watering vehicles due to slope conditions or other safety factors.

Disturbed Surface Areas (Except Completed Grading Areas)

- Apply dust suppression in sufficient quantity and frequency to maintain a stabilized surface. Any areas which cannot be stabilized, as evidenced by wind driven fugitive dust must have an application of water at least twice per day to at least 80 percent of the unstabilized area.

Disturbed Surface Areas (Completed Grading Areas)

- Apply chemical stabilizers within five working days of grading completion; OR
- Apply water to at least 80 percent of all inactive disturbed surface areas on a daily basis when there is evidence of wind driven fugitive dust, excluding any areas which are inaccessible to watering vehicles due to excessive slope or other safety conditions; OR
- Apply dust suppressants in sufficient quantity and frequency to maintain a stabilized surface.

Inactive Disturbed Areas

- Apply water to at least 80 percent of all inactive disturbed surface areas on a daily basis when there is evidence of wind driven fugitive dust, excluding any areas which are inaccessible to watering vehicles due to excessive slope or other safety conditions; OR
- Apply dust suppressants in sufficient quantity and frequency to maintain a stabilized surface; OR

- Establish a vegetative ground cover within 21 days after active operations have ceased. Ground cover must be of sufficient density to expose less than 30 percent of unstabilized ground within 90 days of planting, and at all times thereafter; OR
- Utilize any combination of the previous three control actions above such that, in total, these actions apply to all inactive disturbed surface areas.

Track-out Operations

- Install a pad consisting of washed gravel (minimum-size: one inch) maintained in a clean condition to a depth of at least six inches and extending at least 30 feet wide and at least 50 feet long; OR
- Pave the surface extending at least 100 feet and at least 20 feet wide; OR
- Utilize a wheel shaker/wheel spreading device consisting of raised dividers (rails, pipe, or grates) at least 24 feet long and 10 feet wide to remove bulk material from tires and vehicle undercarriages before the vehicles exit the site; OR
- Install and utilize a wheel washing system to remove bulk material from tires and vehicle undercarriages before vehicles exit the site; OR
- Any other control measures approved by the Executive Officer and the U.S. EPA as equivalent to the actions specified in SCAQMD Rule 403, (d)(5)(A) through (d)(5)(D).

The CONTRACTOR shall be responsible for watering the work area where dust is generated from public traffic, CONTRACTOR's operations, and wind. CONTRACTOR's area of operations includes areas outside of the roadbed limits where excavation, fill, or stockpiling of dirt or debris has taken place. The CONTRACTOR is responsible for monitoring all of the above-described areas in the project area during the life of the project, including holidays and weekends.

The CONTRACTOR shall not discharge smoke, dust, or any other air contaminants into the atmosphere such that it will violate the regulations of any legally constituted authority.

Equipment shall be turned off when not in use for longer than 5 minutes.

Payment for maintaining dust control and air contaminants within the project area shall be included in the contract prices paid for related items of work, and no additional compensation shall be allowed therefore.

Equipment shall be removed from the site as soon as it is no longer necessary for the project. Within 24 hours of a request from the AGENCY, CONTRACTOR must remove equipment from the site that is no longer needed for the project. Refusal by the CONTRACTOR to remove the equipment may be cause for withholding progress payments.

7-8.2.1.2 Cleanup

When joining existing pavement, CONTRACTOR shall feather a minimum of 10 feet or that which is shown on the construction plan.

The CONTRACTOR is responsible to keep streets within the construction area clean at all times. Any sweeping performed by the City crews due to the construction work shall be charged to the CONTRACTOR at overtime rates.

The CONTRACTOR shall, as directed by the Engineer, remove from all public and private property at its own expense all temporary structures, rubbish and waste materials resulting from its operations. This includes temporary work area obtained by the CONTRACTOR.

All existing surfaces, whether asphaltic or concrete, portland cement concrete, permanent fencing and barriers, landscape material such as turf, trees, shrubs, gravel, etc., or other, shall, after construction, be restored to a condition at least equal to that which existed prior to construction. All restoration shall be in-kind except in those areas where details indicate to the contrary. The details of those areas will govern.

Restoration shall include, but not be limited to, the replacement of landscape planting and irrigation system, and pavement striping which are disturbed by the CONTRACTOR's operations in the course of work.

Protect existing buildings, paving, landscaping, and other services or facilities on-site and adjacent to the site from damage caused by site work operations and access to the site. Cost of repair and restoration of damaged items shall be at the CONTRACTOR's expense.

It shall be the CONTRACTOR's responsibility to conduct his operations in such a manner so as to prevent damage to existing substructures. In the event of substructure damage, the CONTRACTOR shall bear full responsibility and total expense for repair and/or replacement of said substructure.

Locate, protect, and maintain benchmarks, monuments, control points, and project engineering reference points. Re-establish disturbed or destroyed items at CONTRACTOR's expense. Payment for this work shall be included in the related items of work and no additional compensation shall be made thereof.

Refer to Specification Section 01-7400 Final Cleaning for additional information.

7-8.4.2 Storage in Public Streets: Delete Subsection.

7-8.5 Sanitary Sewers

7-8.5.1 General: Modify the second paragraph as follows: Whenever sewage bypass and pumping is required by the Plans or Specifications, or the Contractor so elects to perform, the Contractor shall submit drawings conforming to 7-8.5.2 detailing its proposed plan of sewage bypass and pumping.

7-8.5.3 Spill Prevention and Emergency Response Plan: Modify the first sentence as follows: The Contractor shall prepare and submit a spill prevention and emergency response plan.

Subsection 7-8.6 is amended by adding the following:

The CITY has prepared a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the General Construction Permit established by the State Water Resources Control Board (SWRCB), in order to comply with the National Pollution Discharge Elimination System (NPDES) regulations. The City has submitted a Notice of Intent (NOI) and the State Water Resources Control Board has issued WDID No. **4 19C357953** for the project. The CONTRACTOR shall have knowledgeable, experienced and trained personnel implement the SWPPP and be present onsite during all work hours. The CONTRACTORS SWPPP inspectors shall have a minimum of five years SWPPP implementation experience with documented formal training. BMP installers and maintainers shall have a minimum of three years SWPPP implementation experience.

The SWPPP/WPCP shall include design and construction BMPs; short lists of possible BMPs from each category which the SWPPP/WPCP may prescribe for the project include:

- Temporary soil stabilization: hydraulic mulch, hydroseeding, and geotextiles;
- Temporary sediment control: silt-fence, sandbag barriers, straw bale barriers, sediment traps, and fiber rolls;
- Wind erosion control: portable water and straw mulch;
- Tracking control: stabilized construction site exit and street sweeping;
- Non-storm water management: clear water diversion and dewatering; and
- Waste management and materials pollution control: vehicle and equipment cleaning, concrete waste management, and contaminated soil management.

Treatment BMPs developed by the City shall be incorporated in the project design.

Water pollution control work shall conform to the requirements in the Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP)

The CONTRACTOR shall know and fully comply with the applicable provisions of the SWPPP/WPCP and Federal, State, and local regulations that govern the CONTRACTOR's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction. For the purposes of this project the "rainy season" is defined as **October 1st through May 1st**.

The CONTRACTOR shall maintain on the project site a single SWPPP map illustrating the entire project site, posted in a common area of the construction office, illustrating all the items required in State's General Storm Water Permit for Construction Activities, Order No. 2009-0009. The SWPPP map will be at least 36 inches by 48 inches or larger, as necessary to clearly show all BMP details. The SWPPP map will be updated by the CONTRACTOR whenever site conditions change or when BMPs are changed.

The CONTRACTOR shall be responsible for the costs and for liabilities imposed by law as a result of the CONTRACTOR's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the SWPPP/WPCP and Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the CONTRACTOR, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, an amount of the money due the CONTRACTOR under the contract, as determined by the City, may be retained by the City of Santa Clarita until disposition has been made of the costs and liabilities.

The retention of money due the CONTRACTOR shall be subject to the following:

- A. The City will give the CONTRACTOR 30 days notice of the Department's intention to retain funds from partial payments, which may become due to the CONTRACTOR prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the CONTRACTOR.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
- C. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the provisions in this section "Water Pollution Control" shall not relieve the CONTRACTOR from the CONTRACTOR's responsibilities as provided in Section 7, "Legal Relations and Responsibilities," of the Caltrans' Standard Specifications.

MAINTENANCE

To ensure the proper implementation and functioning of control measures, the CONTRACTOR shall regularly inspect and maintain the construction site for the control measures identified in the SWPPP/WPCP. The CONTRACTOR shall identify corrective actions and time needed to address any deficient measures or reinitiate any measures that have been discontinued.

The construction site inspection checklist provided in the SWPPP/WPCP shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. One copy of each completed site inspection record shall be submitted to the Engineer each week within 24 hours of its completion. One copy of each site inspection record shall be kept with the SWPPP/WPCP.

Inspections of the construction site shall be conducted by a qualified person of the CONTRACTOR to identify deficient measures, as follows:

- A. Prior to a forecast storm;
- B. After all precipitation;
- C. At 24-hour intervals during extended precipitation events; and
- D. On a routine schedule once every week, preferably on Mondays.

The non-rainy season (May 2nd – through September 30th) shall be defined as days outside the defined rainy season; however, there will be no reduction in BMPs or inspection activities. Disturbed soil areas within the project shall continue to be protected in conformance with the requirements in the Construction Site SWPPP/WPCP with an effective combination of soil stabilization and sediment control.

If the CONTRACTOR or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the CONTRACTOR and approved by the Engineer in writing, but only through a clear-weather forecast. The correction of deficiencies shall be at no additional cost to the CITY.

Subsection 7-8 is amended by adding the following:

7-8.7 Drainage Control

It is anticipated that storm water or other runoff may be encountered at various times during the work herein contemplated. The CONTRACTOR, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly; and the CONTRACTOR submitting a bid assumes all said risk.

The CONTRACTOR shall conduct his operations in such a manner that storm or other existing waters may proceed uninterrupted along their existing street or drainage courses. Diversions of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the Engineer, are not subject to probability of damage. The CONTRACTOR shall obtain written permission from the applicable public agency or property owner before any diversion of water outside of public right-of-way shall be permitted.

The CONTRACTOR shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water, nor shall water be allowed to rise over them until the concrete or mortar has set at least eight (8) hours. Water shall not be allowed to rise unequally against a wall for a period of twenty-eight (28) days. Dewatering for the structures and pipelines shall commence when ground water is first encountered and shall be continuous until such time as water can be allowed to rise in accordance with the above paragraph. Dewatering shall be accomplished by sump pumps or some other approved method which will insure a dry hold and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer. Disposal of excess shall not be by discharging it from the site, it shall be removed by vacuum or tanker truck and properly disposed of. All dewatering activities, volumes, rates, treatments, discharges, disposal, monitoring, etcetera shall be at the CONTRACTOR's expense and at no additional cost to the CITY. Full compensation of dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation shall be allowed therefore.

Subsection 7-8 is amended by adding the following:

7-8.8 Water

The CONTRACTOR shall make arrangements with Santa Clarita Water Company and/or Valencia Water Company and/or Newhall County Water to obtain water from designated fire hydrants at or near the project for use in dust control and soil compaction. It shall be the responsibility of the CONTRACTOR to pay for the water and any deposits required.

Water shall not be taken from any residential systems without the express written consent of the homeowner.

The cost to furnish and apply water shall be included in the related items of work and no additional compensation shall be made thereof

Subsection 7-8 is amended by adding the following:

7-8.9 Noise Abatement:

The project shall follow standard noise abatement regulations as specified by the City of Santa Clarita Municipal Code Section 11.44.080, which restricts construction activities within 300 feet of residentially zoned property to weekdays between 7:00 a.m. and 4:00 p.m.

The construction CONTRACTOR shall install and maintain effective mufflers on construction equipment.

The construction CONTRACTOR shall locate equipment and staging areas as far from buildings as possible, and the construction CONTRACTOR shall limit unnecessary idling of equipment.

Whenever feasible, electrical power shall be used to run air compressors and similar power tools rather than diesel equipment.

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

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

Subsection 7-8 is amended by adding the following:

7-8.10 Construction and Demolition Materials Management:

The CONTRACTOR shall comply with the City's Construction and Demolition Ordinance per the California Integrated Waste Management Act of 1989, commonly referred to as Assembly Bill 939 (AB 939). This requires that at least 50% of all construction and demolition materials and inert wastes from construction, demolition, grading projects be diverted from landfills.

Prior to start of construction, the CONTRACTOR shall submit a Construction and Demolition Materials Management Plan ("C&DMMP"), to the City's Director of Public Works, or the Director's Designee for approval. The Notice to Proceed shall not be issued until the C&DMMP has been approved by the City's Director of Public Works, or the Director's Designee. The completed C&DMMP, at a minimum, shall comply with Section 15.46.300 of the City's Municipal Code.

The following conditions must be met in order to obtain approval of the C&DMMP: (1) the C&DMMP provides all of the information set forth in Sections 15.46.300, 15.46.310, and 15.46.320 of the City's Municipal Code; (2) the C&DMMP indicates that the Diversion Requirement will be met.

A. Receipts and gate tickets from the vendor or facility which collected or received C&D Material showing the actual weight of that material or, in the case of Inert Waste, removed from the solid waste stream and not disposed of in a solid waste landfill;

B. A copy of the previously approved C&DMMP for the Project adding the actual volume or weight of each type of C&D Material diverted and transported for disposal in a landfill or transformation facility, or, in the case of Inert Waste, removed from the solid waste stream and not disposed of in a solid waste landfill; and

C. Any additional information the Applicant believes is relevant to determining its efforts to comply in good faith with this Chapter.

15.46.610 DOCUMENTATION OF CONSTRUCTION AND DEMOLITION MATERIAL DIVERSION. Applicants shall make reasonable efforts to ensure that all C&D Materials diverted, or delivered to disposal facilities for disposal, are measured and recorded using the most accurate method of measurement reasonably available. To the extent practical, all C&D Materials, and Inert Waste to be removed from the waste stream and not disposed of in a solid waste landfill, shall be weighed on scales. Such scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For C&D Materials for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used. For conversion of volumetric measurements to weight, the Applicant shall use standardized Conversion Rates approved by the City for this purpose. Documentation of the foregoing shall consist of photocopies of receipts, weight tickets, gate tickets, and other records from recycling facilities, Deconstruction CONTRACTORS, solid waste enterprises and disposal facilities.

Subsection 7-9 of the SSPWC is hereby deleted and replaced with the following:

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

This section covers the protection and preservation of existing facilities and services within or adjacent to the right-of-way and other construction areas, their modification, reconstruction, or replacement and their demolition and removal, as specified, shown or required.

Types of existing improvements and services consist of but are not limited to existing roads, sidewalk, landscaping, irrigation, signs, ditches and associated structures; water appurtenances; and telephone lines, buried communications cable, buried water pipe, buried gas pipes, buried sewer pipe; walls, fences and gates. To the extent possible, the locations of such facilities are shown. Facilities other than those shown may exist and CONTRACTOR shall at all time exercise care to avoid physical damage to or disruption in the service of existing facilities. Existing improvements visible at the job site, for which no specific disposition is made on the Plans, but which could reasonably be assumed to interfere with the satisfactory completion of the improvements contemplated by the Plans, shall be removed and disposed of by the CONTRACTOR.

CONTRACTOR shall make all necessary modifications, relocations and reconstruction of structures such as culverts, drainage facilities and the like as necessary for construction of works described in these specifications.

The CONTRACTOR shall, as directed by the Engineer, remove from all public and private property at its own expense all temporary structures, rubbish and waste materials resulting from its operations. This includes temporary work area obtained by the CONTRACTOR.

It shall be the CONTRACTOR's responsibility to conduct his operations in such a manner so as to prevent damage to existing substructures. In the event of substructure damage, the CONTRACTOR shall bear full responsibility and total expense for repair and/or replacement of said substructure.

The CONTRACTOR shall comply with Sections 401, 402 and 404 of the Clean Water Act and NPDES permit requirements during and following construction to ensure that dirt, construction materials, pollutants, or other human-associated materials are not discharged from the project area during construction.

Locate, protect, and maintain benchmarks, monuments, control points, and project engineering reference points. Re-establish disturbed or destroyed items at CONTRACTOR's expense.

Where damage is caused by the CONTRACTOR's operation, the CONTRACTOR shall at his expense, repair or replace the damaged facilities promptly in accordance with the Standard Specifications, Caltrans Standard Specifications and as directed by the representative or the Engineer.

Relocations, repairs, replacements, or reestablishment shall be at least equal to the existing improvements and shall match such improvements in finish dimensions and function unless otherwise specified.

All costs to the CONTRACTOR for protecting, removing, restoring, relocating, repairing, replacing or reestablishing existing improvements for which no specified bid item is listed shall be included in related items of work and no additional compensation will be allowed.

7-9.1 Environmental Protection

Newhall Creek and adjacent habitat supports a diverse and significant wildlife population. Many of the plants, animals and surface water are protected under one or more federal, state and/or local regulations.

Subsection 7-10.1 is amended by adding the following:

7-10.1 Traffic and Access

When entering, leaving or operating on roadways carrying public traffic, CONTRACTOR'S equipment, whether empty or loaded, shall in all cases yield to public traffic. Haul trucks shall be covered with tarps and secured prior to entering the traffic lanes. The CONTRACTOR shall submit to the AGENCY for review and approval a truck routing map prior to commencement of construction. Flagmen shall be provided when directed by the AGENCY for the safety of the general public and work personnel.

All traffic control procedures shall be implemented according to guidelines as set forth in the *Work Area Traffic Control Handbook* (W.A.T.C.H.) Manual.

Subsection 10.4.3 is amended by adding the following:

7-10.4.3 Hazardous Materials

Spills shall be cleaned as quickly as practical. Hazardous materials and motor vehicle fluids shall be removed from the site. Contaminated soil shall also be removed as soon as practical. Cleanup priorities shall include health and safety and protection of streams and other habitats. Spill response materials shall be kept on site and immediately accessible should a spill occur. Spill response materials shall include absorbents, booms, pillows, disposal container and appropriate personal protective equipment.

All hazardous materials shall be stored in their original containers with all original product labeling. Containers will be kept sealed when not in use, stored in secondary spill containment and kept in an enclosed secured container or under cover and fully protected with a roof and sides. All surplus materials are to be removed as soon as practical. All stored materials will be at least 100 feet away from stream banks and at least 50 feet away from any storm water flow line. A duplicate set of material safety data sheets (MSDS's) will be kept with the stored materials and shall be weather proof.

All petroleum-based materials shall be placed in secondary containment when not in-hand. This includes small portable fuel cans and containers of lubricating oils. Spent grease gun cartridges shall be properly disposed of, spent drums may not be stored on site. Bulk fuel storage is not allowed; equipment may be fuelled in a designated area from a wet-hose operation (mobile fuel source). The designated fueling area shall be constructed with an impervious surface and have drip pans available.

Uncured hazardous materials shall not be exposed to rainfall or runoff. A clear-weather forecast period equal to or greater than the manufacturer's recommended cure time shall be observed before any hazardous materials are to be applied.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

Section 8 from the SSPWC is deleted. Refer to Specification Section 01-5000 Temporary Facilities, Utilities & Controls for requirements.

SECTION 9 - MEASUREMENT AND PAYMENT

9-6 FINAL PAYMENT

Subsection 9-6 is hereby added to the SSPWC as follows:

The City Engineer shall, after completion of the Contract, make a final estimate of the amount of work done thereunder and the value of such work. The City shall pay ninety percent (90%) of such value, after deducting therefrom all previous payments and all amounts to be retained under the Contract. The payment of the retained amount shall be due and payable thirty-five (35) days after a notice of completion is filed with the County Recorder.

The final estimate shall be conclusive and binding against both parties to the Contract on all questions relating to the performance of the Contract and the amount of work done thereunder and compensation therefore, except in the case of gross error.

The CONTRACTOR agrees that the payment of the final amount due under the Contract is contingent upon the CONTRACTOR furnishing a release of all claims against the City arising by virtue of this contract. Disputed contract claims in stated amounts may be specifically excluded by the CONTRACTOR from the operation of the release.

Refer to Specification Section 01-2900 Payment Procedures for additional information.

SECTION 10 - CONSTRUCTION CLAIMS

Section 10 is hereby added to the SSPWC as follows:

10-1 GENERAL

In addition to notices and reports required by the contract documents, the CONTRACTOR shall comply with the provisions of this Section.

10-2 NOTICE OF POTENTIAL CLAIM

The CONTRACTOR shall not be entitled to the payment of any additional compensation for any act, failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he shall have given the Engineer due written notice of potential claim as hereinafter specified. The written notice of potential claim shall set forth the reasons for which the CONTRACTOR believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the Engineer prior to the time that the CONTRACTOR shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

It is the intention of this Subsection 10-2 that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The CONTRACTOR hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written notice of potential claim as herein required was filed.

10-3 CLAIMS

Claims shall be resolved in accordance with Part 3, Chapter 1, Article 1.5 (commencing with Section 20104) of the Public Contract Code. All claims shall be in writing and shall include the documents necessary to substantiate the claims. Claims must be filed on or before the date of final payment.

For claims of less than \$50,000, the AGENCY will respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or to the claim the AGENCY may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to mutual agreement of the AGENCY and the CONTRACTOR. The AGENCY's written response to the claim, as further documented, will be submitted to the CONTRACTOR within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information, whichever is greater.

For claims of over \$50,000 and less than or equal to \$375,000, the AGENCY will respond in writing to all written claims within 60 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the AGENCY may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to mutual agreement of the AGENCY and the CONTRACTOR. The AGENCY's written response to the claim, as further documented, will be submitted to the CONTRACTOR within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

If the CONTRACTOR disputes the AGENCY's written response, or the AGENCY fails to respond within the time prescribed, the CONTRACTOR may so notify the AGENCY, in writing, either within 15 days of receipt of the AGENCY's response or within 15 days of the AGENCY's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the AGENCY will schedule a meet and confer conference within 30 days for settlement of the dispute.

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

This Section does not apply to tort claims and nothing in this Section is intended nor shall be construed to change the time periods for filing tort or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

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

1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court will 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, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
2.
 - (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this Subsection consistent with the rules pertaining to judicial arbitration.
 - (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this Section shall be experienced in construction law, and upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

- (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of trial de novo.
- 3. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

1. Specifications shall include the SPECIAL TERMS AND CONDITIONS FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM – FORMULA GRANTS

**REPORTING AND REGISTRATION REQUIREMENTS
UNDER SECTION 1512 OF THE RECOVERY ACT
(MAY 2009)**

- a. This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- b. The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.
- c. Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
- d. The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

**REQUIRED USE OF AMERICAN IRON, STEEL, AND
MANUFACTURED GOODS -- SECTION 1605 OF THE
AMERICAN RECOVERY AND REINVESTMENT ACT
OF 2009 (MAY 2009)**

THIS AWARD TERM IS APPLICABLE TO ANY RECOVERY ACT FUNDS FOR CONSTRUCTION, ALTERATION, MAINTENANCE, OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK AND THE TOTAL PROJECT VALUE IS ESTIMATED LESS THAN \$7,443,000. THIS AWARD TERM ALSO APPLIES TO ALL SUBGRANTS AND CONTRACTS.

- a. Definitions. As used in this award term and condition--

(1) Manufactured good means a good brought to the construction site for

incorporation into the building or work that has been—

- (i) Processed into a specific form and shape; or
- (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

b. Domestic preference.

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111--5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

None

[Award official to list applicable excepted materials or indicate "none"]

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that--

- (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
- (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (iii) The application of the restriction of section 1605 of the Recovery Act

would be inconsistent with the public interest.

c. Request for determination of inapplicability of Section 1605 of the Recovery Act .
(1)

(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government valuation of the request, including—

- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
- (B) Unit of measure;
- (C) Quantity;
- (D) Cost;
- (E) Time of delivery or availability;
- (F) Location of the project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

d. Data. To permit evaluation of requests under paragraph (b) of this section based

on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of Measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

*Include all delivery costs to the construction site.

**WAGE RATE REQUIREMENTS UNDER SECTION 1606
OF THE RECOVERY ACT (MAY 2009)**

THIS AWARD TERM IS APPLICABLE TO RECOVERY ACT PROGRAMS OR ACTIVITIES THAT MAY INVOLVE CONSTRUCTION, ALTERATION, MAINTENANCE, OR REPAIR. THIS AWARD TERM ALSO APPLIES TO ALL SUBGRANTS AND CONTRACTS.

- a. Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

- b. For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

DAVIS BACON ACT REQUIREMENTS (MAY 2009)

THIS AWARD TERM IS APPLICABLE TO ARRA AWARDS WHEN WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT TERM IS APPLICABLE. THIS AWARD TERM IS ALSO APPLICABLE TO SUBGRANTS AND CONTRACTS.

Note: Where necessary to make the context of these articles applicable to this award, the term “Contractor” shall mean “Recipient” and the term “Subcontractor” shall mean “Subrecipient or Subcontractor” per the following definitions.

Recipient means the organization, individual, or other entity that receives an award from DOE and is financially accountable for the use of any DOE funds or property provided for the performance of the project, and is legally responsible for carrying out the terms and conditions of the award.

Subrecipient means the legal entity to which a subaward is made and which is accountable to the recipient for the use of the funds provided. The term may include foreign or international organizations (such as agencies of the United Nations).

Davis-Bacon Act

(a) *Definition.*—“Site of the work”—

(1) Means--

- (i) The primary site of the work. The physical place or places where the construction called for in the award will remain when work on it is completed; and
- (ii) The secondary site of the work, if any. Any other site where a significant

portion of the building or work is constructed, provided that such site is—
(A) Located in the United States; and
(B) Established specifically for the performance of the award or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

- (i) They are dedicated exclusively, or nearly so, to performance of the award or project; and
- (ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a award.

(b) (1) 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, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the award was performed at that site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) 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 (e) of this article; 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 period.

- (3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the article entitled Apprentices and Trainees. 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.
 - (4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this article) 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.
- c. (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the award shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all 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.
 - (ii) The classification is utilized in the area by the construction industry.
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and

so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division 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 subparagraphs (c)(2) and (c)(3) of this article shall be paid to all workers performing work in the classification under this award from the first day on which work is performed in the classification.
- (d) Whenever the minimum wage rate prescribed in the award 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.
- (e) 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.

Rates of Wages

The minimum wages to be paid laborers and mechanics under this award involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to this award. These wage rates are minimum rates and are not intended to represent the actual wage rates that the Contractor may have to pay.

Payrolls and Basic Records

- (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 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 paragraph (d) of the article entitled Davis-Bacon Act, 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 award work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this article, 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). This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the --

Superintendent of Documents U.S. Government Printing Office Washington, DC 20402

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 Officer if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be for transmission to the Contracting Officer, the contractor, or the Wage and House 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 sponsoring government agency (or the applicant, sponsor, or owner).

- (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 award and shall certify --
- (i) That the payroll for the payroll period contains the information required to be provided under paragraph (b)(1) of this article, the appropriate information is being maintained under paragraph (a) of this article and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the award during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
 - (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 award.
- (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 subparagraph (b)(2) of this article.
- (4) The falsification of any of the certifications in this article may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this article available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. 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.

Withholding of Funds

The Contracting Officer shall, upon his or her 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 award or any other Federal award with the same Prime Contractor, or any other federally assisted award 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 award. 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 award, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Apprentices and Trainees

(a) Apprentices.

- (1) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—
 - (i) 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 and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
 - (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) 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.
- (3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this article, shall be paid not less than the applicable 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.
- (4) 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.

- (5) 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.
 - (6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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.
- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.
 - (2) 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 in 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 in 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 OATELS shall be paid not less than the applicable wage rate in 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 in the wage determination for the work actually performed.
 - (3) In the event OATELS 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.

- (d) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this article shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

Compliance with Copeland Act Requirements

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this award.

Subcontracts (Labor Standards)

- (a) Definition. “Construction, alteration or repair,” as used in this article means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—
 - (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
 - (2) Painting and decorating;
 - (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
 - (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the “site of the work” as defined in the article entitled Davis Bacon Act of this award, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the “site of work” definition; and
 - (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the “site of the work” definition in paragraph (a)(1)(ii) of the Davis-Bacon Act article, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the Davis Bacon Act article, in the “site of the work” definition).
- (b) The Contractor or subcontractor shall insert in any subcontracts for construction, alterations and repairs within the United States the articles entitled—
 - (1) Davis-Bacon Act;
 - (2) Contract Work Hours and Safety Standards Act -- Overtime Compensation (if

the article is included in this award);

- (3) Apprentices and Trainees;
 - (4) Payrolls and Basic Records;
 - (5) Compliance with Copeland Act Requirements;
 - (6) Withholding of Funds;
 - (7) Subcontracts (Labor Standards);
 - (8) Contract Termination – Debarment;
 - (9) Disputes Concerning Labor Standards;
 - (10) Compliance with Davis-Bacon and Related Act Regulations; and
 - (11) Certification of Eligibility.
- (c) The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the award articles cited in paragraph (b).
- (d) (1) Within 14 days after issuance of the award, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the articles set forth in paragraph (b) of this article have been included in the subcontract.
- Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.
- (e) The Contractor shall insert the substance of this article, including this paragraph (e) in all subcontracts for construction within the United States.

Contract Termination -- Debarment

A breach of the award articles entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act -- Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the whole award or in part for the Recovery Act covered work only, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this award.

Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes and Appeals as defined in 10 CFR 600.22. Disputes within the meaning of this article 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.

Certification of Eligibility

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

Approval of Wage Rates

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under this award must be submitted for approval in writing by the head of the contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the award. Any amount paid by the Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Contractor and shall not be reimbursed by the Government. If the Government refuses to authorize the use of the overtime, the Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

HISTORIC PRESERVATION

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA),

consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider compliance with Section 106 of NHPA complete only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.