

**ENERGY EFFICIENT STREETLIGHT CONVERSIONS**

**STREETLIGHT RETROFIT PROJECT #51-900**

**FAIRFAX**

**SPECIAL PROVISIONS, NOTICE TO BIDDERS,  
BID BOOK**

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**Available at:**

**Town of Fairfax**

**415-453-1584**

**142 Bolinas Road, Fairfax, CA 94960**

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**Time for Completion – 30 Working Days**

*Submit bid forms to the Director of Public Works – Michael Rock  
Town of Fairfax  
142 Bolinas Road, Fairfax  
on or before  
2:00 p.m., Tuesday, February 7, 2012*

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**Contractor shall possess the following licenses:**

*Class A – General Engineering  
or a C-10  
to constitute a majority of the work*

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**PREPARED BY THE TOWN OF FAIRFAX  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION  
CAPITAL IMPROVEMENT PROGRAMS SECTION  
UNDER THE DIRECTION OF**

**Michael Rock, Public Works Director, Fairfax**

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2. Bid Bond
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5. List of Subcontractors
6. Public Contract Code Section 10285.1 Statement
7. Public Contract Code Section 10162 Questionnaire
8. Public Contract Code Section 10232 Statement
9. Non-collusion Affidavit
10. Debarment and Suspension Certification 49 CFR 29
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**ATTACHMENTS:**

1. Contractor Qualifications Forms
2. Vendor Information and Qualifications Forms
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5. Fairfax Construction Contract
6. Fairfax Performance Bond
7. Defective Materials and Workmanship Bond
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# **NOTICE TO BIDDERS**

## **STREETLIGHT RETROFIT PROJECT**

**TOWN OF FAIRFAX  
DEPARTMENT OF PUBLIC WORKS  
MARIN COUNTY, CALIFORNIA**

Sealed proposals shall be received by the Public Works Director at 142 Bolinas Road, Fairfax until 2:00 p.m., Tuesday, February 7, 2012, for the Energy Efficient Streetlight Conversions at which time they will be publicly opened and read aloud. The sealed proposals shall be delivered to the Public Works Department.

Project plans and specifications, including Notice to Contractors, Special Provisions, and proposal forms, are available from the Town of Fairfax 415-453-1584.

The work to be done includes, but is not limited to, the following: replacement of HPSV streetlights with energy efficient streetlights per the plans and specifications.

**THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.**

Bids are required for the entire work described herein.

The contractor shall possess either a Class A license or a Class C-10 license at the time this contract is awarded.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

The Town of Fairfax affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

The successful bidder shall furnish a payment bond and a performance bond.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project are available at the Town of Fairfax address and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in Bid book and for bidding purposes entitled "Special Provisions," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of the Special Provisions. 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.

Attention is directed to the Federal minimum wage rate requirements attached to these Special Provisions. 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 which most closely approximates the duties of the employees in question.

The Town reserves the right to reject any and all bids, to waive any informality in a bid, and to make award as the interests of the Town may require. This notice is given by order of the Town Councils of the Town of Fairfax, California.

No bid will be received unless it is made on proposal forms furnished by the Town Engineer. Each proposal must be accompanied by a certified or cashier's check or bid bond, payable to the Town of Fairfax, in the amount of ten percent (10%) of the estimated aggregate amount of the bid as a guarantee that the bidder, if the award is made to him/her in accordance with the terms of his/her proposal, will promptly execute a contract in the required form, secure payment of worker's compensation insurance, and furnish a satisfactory, faithful performance bond and a labor and material bond. Each of said bonds shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the price stated in the proposal.

In addition to the above, and if requested by the Town, the bidder shall furnish a financial statement of recent date. Failure to comply with this requirement will render a bid informal and shall be sufficient cause for rejection.

The contract agreement will not be signed by the Town Manager until the Contractor provides a copy of a current Town of Fairfax business license.

For any additional information or technical questions concerning this project, please contact Wayne Bush, Fairfax, at (415) 453-1584.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m. Eastern Time, telephone no. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected for the entire work described herein.

**TOWN OF FAIRFAX  
PUBLIC WORKS DEPARTMENT  
SPECIAL PROVISIONS**

**SECTION 1. SPECIFICATIONS AND PLANS**

The work embraced herein shall be done in accordance with the State Standard Specifications, dated May 2006; State Standard Plans, dated May 2006; General Prevailing Wage Rates and Labor Surcharge and Equipment Rental Rates of the Department of Transportation at time contract is awarded; and the Uniform Construction Standards of Cities and County of Marin, insofar as the same may apply and in accordance these Special Provisions.

In case of conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall take precedence over, and shall be used in lieu of the conflicting portions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

**DEFINITIONS AND TERMS**

As used herein, unless the context otherwise requires, the following terms have the following meaning:

**Department of Transportation, Director of Transportation:** The Town Council of the Town of Fairfax, State of California, acting either directly or through the Town Manager, Town Manager acting within the scope of the particular duties entrusted to the Town Manager.

**Engineer:** The Town Engineer of the Town of Fairfax, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

**Laboratory:** The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

**Purchasing Agent:** The Purchasing Agent of the Town of Fairfax, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

**State:** The Town of Fairfax.

Transportation Building, Sacramento: Town Hall, Town of Fairfax, State of California.

State Highway Engineer: The Town Engineer of the Town of Fairfax, State of California.

Standard Specifications: The edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State Agency, office, or officer shall be interpreted to refer to the Town or its corresponding agency, office, or officer acting under this contract.

## **SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS**

2-1 General. The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these Special Provisions for the requirements and conditions which he must observe in the preparation of the proposal form and the submission of the bid.

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used. In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Noncollusion Affidavit. 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.

2-2 Proposal Forms. The last two paragraphs of Section 2-1.05, "Proposal Forms," of the Standard Specifications are deleted in their entirety.

2-3 Proposal Guaranty. Section 2-1.07, "Proposal Guaranty," of the Standard Specifications is amended to read:

*All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security: cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the "Town of Fairfax."*

*The security shall be in an amount equal to at least 10% of the amount bid. A bid will not be considered unless one of the forms of bidder's security is enclosed with it.*

2-4 Withdrawal of Proposals. Substitute "Purchasing Agent" for "Office Engineer, Division of Construction" in Section 2-1.08, "Withdrawal of Proposals," of the Standard Specifications.

2-5 Disqualification of Bidders. Section 2-1.105, "Previous Disqualification, Removal, or Other Prevention of Bidding," Section 2-1.108, "Compliance with Orders of the National Labor Relations Board," and Section 2-1.11, "Ineligibility to Contract," of the State Standard Specifications are deleted in their entirety.

2-6 Federal Lobbying Restrictions. Section 1352, Title 31, United States Code, prohibits Federal funds from being expended by the recipient or any lower-tier subrecipient of a Federal aid contract to

pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of the 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 also included in the proposal. Signing the proposal shall constitute signature of the certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certificates, 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.

### SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1 General. The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning submittal of DBE information, award, and execution of contract.

3-2 Award of Contract. The award of contract, if it be awarded, shall be based on the Base Bid, and shall be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

Section 3-1.01, "Award of Contract," of the Standard Specifications is amended to read:

*The right is reserved to reject any and all proposals.*

*The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within thirty (30) days after the opening of the proposals. If the lowest responsible bidder refuses or fails to execute the contract, the Town Council may award the contract to the second lowest responsible bidder. Such award, if made, will be made within sixty (60) days after the opening of the proposals. If the second lowest responsible bidder refuses or fails to execute the contract, the Town Council may award the contract to the third lowest responsible bidder. Such award, if made, will be made within ninety (90) days after the opening of the proposals. The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Purchasing Agent and the bidder concerned.*

*The Bid Award shall be based on the Base Bid or the Bid Alternate as determined by the Town of Fairfax.*

3-3 Bonds. The Contractor shall provide at the time of the execution of the agreement or contract for work, at his own expense, a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of said agreement. Contractor shall also provide at the time of the execution of the agreement or contract for work, at his own expense, a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing and furnishing materials in connection with said agreement. Sureties on each of said bonds shall be qualified to do business in the State of California.

3-4 Bid Protest. Any bid protest must be submitted in writing to Michael Rock, Public Works Director, 142 Bolinas Avenue, Fairfax, CA 94960 before 5:00 p.m. of the fourth business day following bid opening. The protest document must contain a complete statement indicating the basis of the protest.

The protest must include the name, address and telephone number of the person representing the protesting party. The party filing the protest must concurrently transmit a copy of the protest document and any attached documentation to all other parties with [that may have] a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. The Town will issue a decision on the protest within five (5) working days of receipt of the protest submittal. If the Town determines that a protest is without merit, the Town will award the contract to the lowest responsible bidder in accordance with the specifications. If the Town determines that a protest has merit, the Town will notify all bidders of the decision and the recourse to be taken.

## **SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

4-1 Beginning of Work. Following contract award by Town Council per Section 3 of these Special Provisions, the process preceding beginning of work shall be as follows:

1. Contractor and Engineer shall confer to agree on a proposed first working day and on the day and time for the preconstruction conference. Engineer will provide up to five (5) copies of the plans and Special Provisions at no charge to the Contractor within five (5) working days of award.
2. The Engineer will provide a letter to the Contractor, confirming the proposed first working day, confirming the day and time of the preconstruction conference, forwarding the contract agreement for execution and amplifying the other items to be submitted before the first working day.
3. Contractor shall submit the following items at least five (5) working days prior to the preconstruction conference:
  - A. Executed agreement
  - B. Completed insurance forms
  - C. Progress schedule as specified
  - D. Copy of current Town of Fairfax Business License
  - E. Other items as specified
4. At the preconstruction conference, provided that all items have been satisfactorily submitted, the Engineer will issue a Notice to Proceed on the proposed first working day. Contractor shall begin work on the day specified in the Town Engineer's Notice to Proceed.
5. The Engineer may amend the proposed first working day up to five (5) working days later than the initial proposed first working day for any reason. Contractor shall be entitled to no compensation for such a delay.

4-2 Time of Completion. The work shall be diligently prosecuted to completion before the expiration of 30 working days as governed by the Special Provisions regarding order of work.

Legal holidays shall be defined as those days designated as holidays by the Town of Fairfax, which are as follows:

January 1, New Year's Day  
Martin Luther King's Birthday, third Monday in January  
President's Day, third Monday in February  
Memorial Day, last Monday in May  
July 4, Independence Day

Labor Day, first Monday in September  
Thanksgiving Day  
Friday after Thanksgiving  
December 24, Christmas Eve  
December 25, Christmas Day  
December 31, New Year's Eve

When a holiday falls on a Saturday, the preceding Friday shall be designated a holiday. When a holiday falls on a Sunday, the following Monday shall be designated a holiday.

4-3 Liquidated Damages. The Contractor shall pay to the Town the sum of \$250 per day for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above. If work is substantially complete but only "punchlist" items remain, the Town, at its option, may, in lieu of liquidated damages, charge the Contractor the Town's actual cost including the overhead of administrating and inspecting the uncompleted contract.

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed.

4-4 Preconstruction Conference. Prior to the issuance of a "Notice to Proceed," a preconstruction conference will be held at the office of the Town Engineer for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors.

4-5 Archaeological Discoveries. All articles of archaeological interest which may be uncovered by the Contractor during the progress of the work shall be reported immediately to the Engineer. The further operations of the Contractor with respect to the find will be decided under the direction of the Engineer.

4-6 Progress Schedule. A preliminary progress schedule shall be submitted at the preconstruction conference. A full progress schedule shall be submitted before the first payment. The progress schedule shall include all planned procurement tasks, all planned construction tasks, planned duration for tasks, planned sequence, and interdependence of tasks required for complete performance of the work. The Contractor shall provide a full description of the work involved in each task or refer to a matching bid item description. The progress schedule may be submitted on the forms attached to the Special Provisions. A graphic display of the schedule is optional.

At least once per week, the Contractor shall submit an updated progress schedule for completion of the project. The Contractor's representative shall meet with the engineer's representative to discuss the current schedule status and work planned for the next week. This weekly "job conference" is intended to assist in achieving a prompt, safe, and cost-controlled project. Discussions shall include CCO status, claims status, and detours if such should apply.

The progress schedule shall be kept current on a monthly basis. Whenever tasks are delayed for any reason, the progress schedule shall be revised and resubmitted before the next payment. The contractor shall provide schedules for planned activities for a three week period on a weekly basis.

Full compensation for the progress schedule shall be considered as included in the various contract prices paid for the items of work and no additional compensation will be allowed therefor.

## SECTION 5. GENERAL

### 5-1 Miscellaneous

5-1.01 Differing Site Conditions. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment excluding loss of anticipated profits will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of his determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No contract adjustment will be allowed under the provisions specified in this section for any effects caused on unchanged work.

Any contract adjustment warranted due to differing site conditions will be made in accordance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.

5-1.02 Project Appearance. The Contractor shall maintain a neat appearance to the work.

In any area visible to the public, the contractor shall maintain a neat appearance and shall remove all construction debris at the end of each work day.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved, and no additional compensation will be allowed therefor.

5-1.03 Independent Contractor Clause. 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 Town, or authorizing Contractor to create or assume any obligations for or on behalf of the Town.

5-1.04 Engineer and Control of Work. Engineer shall mean the Town Engineer of the Town of Fairfax, or the authorized agent acting within the scope of authority.

The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress on the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. His decision shall be final, and he shall have the authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications and the general provisions, the Contractor shall request from the Engineer explanations that may be necessary and shall conform to them as part of the contract, so far as may be consistent with the original specifications; and in the event of any doubt or questions arising regarding the true meaning of the specifications, reference shall be made to the Engineer, whose decision thereof shall be final.

The Contractor shall be entirely responsible for any damage to street improvements or property due to hauling, excavating, or other causes attributable to the work, and all such damaged portions shall be repaired when directed and as required to place them in as good a condition as existed before commencement of the work.

None but competent foremen and workers shall be employed on work requiring special qualifications, and when required by the Engineer, the Contractor shall discharge any person who commits a trespass or is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. Such discharge shall not be the cause of any claim for compensation or damages against the Town or any of its officers or representatives.

The Engineer may request at any time, and the Contractor shall provide, certified payroll records indicating all wages paid to all workers on the project for the time period requested. Approved forms for this purpose will be provided by the Engineer on request.

5-1.05 Labor Nondiscrimination. Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM  
(GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause," set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

5-1.06 Public Safety. The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

Except for installing, maintaining, and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the specifications:

<b>Approach Speed of Public Traffic Posted Limit (Miles Per Hour)</b>	<b>Work Areas</b>
Over 45	Within 6 feet of a traffic lane, but not on a traffic lane
35 to 45	Within 3 feet of a traffic lane, but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane. However, the Contractor shall not reduce the width of an existing lane to less than 10 feet (3 m) without written approval from the Engineer.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians. Full compensation for conforming to the requirements in this section "Public Safety" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5-1.07 Areas for Contractor's Use. Attention is directed to the requirements specified in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications and these Special Provisions.

The right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way or allow others to occupy the right of way for purposes which are not necessary to perform the required work.

There are no State-owned parcels adjacent to the right of way for the exclusive use of the Contractor within the contract limits. The Contractor shall secure at his/her own expense any area required for plant sites, storage of equipment or materials, or for other purposes.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and which he/she occupies and shall leave the areas in a presentable condition in accordance with the provisions in Section 41.02, "Final Cleaning Up," of the Standard Specifications.

5-1.08 Sound Control Requirements. Sound control shall conform to the provisions in Section 7-1.011, "Sound Control Requirements," of the Standard Specifications and these Special Provisions.

The noise level from the Contractor's operations, between the hours of 9 p.m. and 6 a.m., shall not exceed 86 dBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job including, but not limited to, trucks, transit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws 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 will be allowed therefor.

5-1.09 Responsibility for Damage. Section 7-1.12 of the Standard Specifications is hereby deleted in its entirety and replaced as follows:

The Town of Fairfax and all officers and employees thereof connected with the work including, but not limited to, the Town Manager and the Engineer, shall not be answerable or accountable for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, or his/her workers, or anyone employed by him/her, except as otherwise provided by law.

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person except as otherwise provided by law including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or at any time before its completion and final acceptance.

The Contractor shall indemnify and save harmless the Town of Fairfax and all officers and employees thereof connected with the work including, but not limited to, the Town Manager and the Engineer from all claims, suits, or actions of every name, kind, and description brought forth, or on account of, injuries to or death of any person including, but not limited to, workers and the public, or damage to property resulting from the performance of a contract, except as otherwise provided by law. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in the Section 2778 of the Civil Code.

With respect to third party claims against the Contractor, the Contractor waives any and all rights to any type of express or implied indemnity against the Town, its officers, or employees.

It is the intent of the parties that the Contractor will indemnify and hold harmless the Town, its officers, and employees from any and all claims, suits, or actions as set forth above regardless of the existence or degree of fault or negligence on the part of the Town, the Contractor, the subcontractor, or employee of any of these, other than the active negligence of the Town, its officers, and employees, to the full extent permitted by law.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

Contractor's insurance shall be as follows:

1. Minimum Scope of Insurance: Coverage shall be at least as broad as the following:
  - A. Insurance Services Office Commercial General Liability coverage, "Occurrence" Form CG 0001 1185, or Insurance Services Office Form GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office Form GL 0404 covering Broad Form Comprehensive General Liability.
  - B. Insurance Services Office Business Auto Coverage Form CA 0001 0187 covering Automobile Liability, Code 1 "any auto," and Endorsement CA 0029 1288, Changes in Business Auto and Truckers Coverage Forms - Insured Contract.
  - C. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
2. Minimum Limits of Insurance: Contractor shall maintain limits no less than:
  - A. **General Liability:** \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
  - B. **Automobile Liability:** \$2,000,000 combined single limit per accident for bodily injury and property damage.
  - C. **Workers' Compensation and Employers Liability:** Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

3. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Town. At the option of the Town, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its officers, officials, employees, and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

**A. General Liability and Automobile Liability Coverage:**

1) The Town, its officers, officials, employees, and volunteers are to be covered as insured as respects: Liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees, or volunteers.

2) The Contractor's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.

4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**B. Workers' Compensation and Employers Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the Town.

**C. All Coverages:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.

5. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
6. Verification of Coverage: Contractor shall furnish the Town with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the forms provided by the Town, samples of which are attached to these Special Provisions. Whereby statute the Town's workers compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted.

If the Contractor elects not to use the forms provided by the Town for any other reason, the Contractor shall be responsible for paying the Town Attorney's fees to verify coverage and the Contractor shall allow a minimum of five (5) working days for the Town Attorney to verify coverage.

All certificates and endorsements are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

7. Subcontractors: Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workers and the public, or damage to property, and shall indemnify and save harmless any county, Town, or district, its officers, and employees connected with the work within the limits of which county, Town, or district the work is being performed hereunder, all in the same manner and to the same extent as provided above for the protection of the Town of Fairfax and all officers and employees thereof connected with the work, except that no retention of money due the Contractor under and by virtue of the contract will be made by the Town of Fairfax pending disposition of suits or claims for damages brought against the said county, Town, or district, except as otherwise required by law.

Nothing in the contract is intended to create the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the contract intended to establish a standard of care owed to the public or any member thereof.

5-1.10 Prevailing Wage. The General Prevailing Wage Rates for this project shall be those attached to the Special Provisions.

5-1.11 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.

5 1.12 Performance of Subcontractors: The subcontractors listed by you in Bid book 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.

5-1.13 Subcontracting: No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the Town of Fairfax may exercise the remedies provided under Pub Cont Code § 4110. The Town of Fairfax may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

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 14 of these special provisions. 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.

5-1.14 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.

5-1.15 Prompt Payment of Withheld Funds 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 (49 CFR 26.29) 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 California 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.

5-1.16 Partnering: The Town of Fairfax will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the Town of Fairfax and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator, and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

5-1.17 Overtime and Weekend Work. Town of Fairfax inspection personnel will be available as required during normal working hours from Monday through Thursday with every other Friday off. In the event that Contractor wishes to schedule overtime work after 5 p.m. or before 8 a.m. on Monday through Friday, or the alternate Friday off, or at any time on Saturdays, Sundays, or holidays, he/she shall make arrangements with the Town Engineer at least two (2) working days in advance of such overtime work. The Contractor shall be responsible for the Town's actual cost to perform inspection beyond a standard workday. At the Contractor's option, the actual cost shall either be deducted from an advance or from the Contractor's monthly progress payment. In the event the Town Engineer is unable to schedule the necessary personnel, the Contractor's request may be denied and no work shall be performed outside of normal working hours unless the work is of an emergency nature.

5-1.18 Suspension of Work. In addition to the requirements specified in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications, the following shall apply:

*SUSPENSIONS OF WORK ORDERED BY THE ENGINEER. If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry), and the Contractor believes that additional compensation or contract time or additional compensation and contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.*

*Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost or time or cost and time required for the performance of the contract has increased as a result of such suspension, and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment*

*(excluding profit) and modify the contract in writing accordingly. The Engineer will notify the Contractor of his determination whether or not an adjustment of the contract is warranted.*

*No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.*

*No contract adjustment will be allowed under the provisions specified in this section to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any term or condition of this contract.*

*Any contract adjustment warranted due to suspension of work ordered by the Engineer will be made in the same manner as provided for right-of-way delays in Section 8-1.09, "Right-of-Way Delays," of the Standard Specifications.*

5-1.19 Final Pay Quantities. Section 9-1.015, "Final Pay Quantities," of the Standard Specifications is amended to substitute the words "designated in the bid schedule" for the words "designated on the plans" throughout the section and to delete the last paragraph in its entirety.

5-1.20 Payments. Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

5-1.21 Payment of Withheld Funds. Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications is amended to read:

*Attention is directed to Section 9-1.06, "Partial Payments," and, in particular, to the retention provisions of said section.*

*Upon the Contractor's request, securities may be substituted for monies withheld. Substitution of securities shall be according to the provisions of Section 22300 of the Public Contract Code.*

5-1.22 Payment After Acceptance. The Contractor's attention is directed to Section 9-1.07, "Payment After Acceptance," of the Standard Specifications.

Payment of the amount retained per Section 9-1.06, "Partial Payments," of the Standard Specifications shall not be due and payable until thirty-five (35) days after the recording of the Notice of Completion on the Office of the Marin County Recorder.

5-1.23 Resolution of Claims. Section 9-1.10 “Arbitration” of the Standard Specifications is deleted and replaced in its entirety with the following:

All claims shall be resolved in the manner set forth by Article 1.5 of Chapter 1 of Part 3 of Division 2 of the Public Contracts Code (commencing with Section 20104), which is incorporated by this reference into this section. The Contractor’s attention is directed to Sections 20104 et seq. of the Public Contract Code for a complete description of the procedures, timelines, and requirements that shall be applied to any claim made by the Contractor. Pursuant to Section 20104(c) of the Public Contracts Code, the following is a summary of the provisions that shall apply to claims made by the Contractor: The Contractor shall file a claim with the Town if the claim is no greater than \$375,000. The Town shall provide a written response to the claim. The Contractor may request an informal meet and confer conference with the Town. If after the meet and confer conference is completed the claim still remains in dispute, the Contractor may file a claim under 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. Subsequent to the filing of a civil action to resolve the claim, the court shall submit the matter to nonbinding mediation, unless the parties stipulate otherwise. If the claim does not resolve, the case shall be submitted to judicial arbitration.

5-1.24 Notice of Potential Claim. Section 9-1.04, “Notice of Potential Claim,” of the Standard Specifications is amended to read:

*The Contractor shall not be entitled to the payment of any additional compensation for any act, or 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. Compliance with this Section 9-1.04 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 4-1.03, “Changes,” or Section 8-1.06, “Time of Completion,” or the notice provisions in Section 5-1.16, “Differing Site Conditions,” or Section 8-1.07, “Liquidated Damages,” or Section 8-1.10, “Utility and Non-Highway Facilities,” nor to any claim which is based on differences in measurements or errors of computation as to contract quantities.*

*The written notice of potential claim shall be submitted to the Engineer prior to the time that the Contractor performs 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.*

*The written notice of potential claim shall be submitted on Form CEM-6201 furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 days of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of his actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.*

*It is the intention of this Section 9-1.04 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.*

*Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the Department that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the Department to be pertinent to the potential claim, available to the Department for inspection and copying.*

*The basis for settlement of any delay claims shall be agreed at the time a contract change order is executed.*

#### 5-1.25 Federal Requirements (AMERICAN RECOVERY AND REINVESTMENT ACT)

Under the American Recovery and Reinvestment Act (ARRA) of 2009, 9 USC § 902:

##### **SEC. 902. ACCESS OF GOVERNMENT ACCOUNTABILITY OFFICE.**

(a) ACCESS.—Each contract awarded using funds made available in this Act shall provide that the Comptroller General and his representatives are authorized—

- (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.

(b) RELATIONSHIP TO EXISTING AUTHORITY.—Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Under ARRA of 2009, 9 USC § 1515(a):

##### **SEC. 1515. ACCESS OF OFFICES OF INSPECTOR GENERAL TO CERTAIN RECORDS AND EMPLOYEES.**

(a) ACCESS.—With respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized—

- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

(b) RELATIONSHIP TO EXISTING AUTHORITY.—Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

Immediately notify the Engineer if you have been contacted by the U.S. Comptroller, Inspector General, or their representatives.

Revised SSP “S5-005\_E\_A03-27-09” – deleted Monthly Reporting Report from Special Provisions and replaced with web site to download form.

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 2nd of each month for the previous month. For the form, go to:

<http://www.dot.ca.gov/hq/construc/forms.htm>

If you fail to submit a complete an 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.

## SECTION 8. MATERIALS

### 8-1 Miscellaneous.

8-1.01 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 accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the “Buy America” requirements.

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

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

## **SECTION 9. DESCRIPTION OF WORK**

The work to be done includes, but is not limited to, the following: replacement of existing HPSV streetlights with LED energy efficient streetlights and other items or details not mentioned above that are required by the plans, Standard Specifications, or these Special Provisions to be performed, placed, constructed, or installed.

## SECTION 10. CONSTRUCTION DETAILS

### 10-1 GENERAL

10-1.01 Order of Work. Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these Special Provisions.

The Engineer shall have the authority to suspend the work wholly or in part as specified in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications.

If the Engineer orders a suspension of all of the work or a portion of the work which is the current controlling operation or operations due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the work, the days on which the suspension is in effect shall not be considered working days as defined in Section 8-1.06, "Time of Completion."

10-1.02 Cooperation. Attention is directed to Sections 7-1.14, "Cooperation," and 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these Special Provisions.

10-1.03 Progress Schedule. The progress schedule shall include all planned procurement tasks, all planned construction tasks, planned duration for tasks, planned sequence, and interdependence of tasks required for complete performance of the work. A task shall be defined as an independent item of work to be accomplished by a definable, recognizable entity within the project. The Contractor shall provide a full description of the work involved in each task or refer to a matching bid item description. The progress schedule may be submitted on the forms attached to these Special Provisions. A graphic display of the schedule is optional.

At the Contractor's option, a preliminary progress schedule may be submitted prior to the preconstruction conference as required by Section 4-1, "Beginning of Work," of these Special Provisions. The full progress schedule shall then be submitted before the first payment. The rough schedule shall include each activity, but may represent the duration and schedule of the activities on a time-scaled bar chart.

The progress schedule shall be kept current on a weekly basis. Whenever tasks are delayed for any reason the progress schedule shall be revised and resubmitted before the next payment. The Contractor shall provide schedules for planned activities for a three-week period on a weekly basis.

The Contractor is encouraged to refer to "The Use of CPM in Construction," a manual for general contractors prepared and published by the Associated General Contractors of America.

Full compensation for the progress schedule shall be considered as included in the various contract prices paid for the items of work and no additional compensation will be allowed therefore.

10-1.04 Preservation of Property. Attention is directed to the provisions in Section 7-1.11, "Preservation of Property," of the Standard Specifications and these Special Provisions.

Existing trees, shrubs, and other plants, that are not to be removed and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor in accordance with the requirements in Section 20-4.07, "Replacement," of the Standard Specifications and the following:

1. *The minimum size of tree replacement shall be 24-inch box and the minimum size of shrub replacement shall be 15 gallon. Replacement ground cover plants shall be from flats and shall be planted 12 inches on center.*

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

Damaged or injured plants shall be removed and disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13 of the Standard Specifications.

Full compensation for preservation of property shall be considered as included in the various contract prices paid for the items of work and no additional compensation will be allowed therefor.

10-1.05 Pruning. Contractor shall prepare a list of trees that require pruning and shall provide the list to the Engineer at the completion of the project. Work to be done by others.

Full compensation for preparing the list shall be considered as included in the various unit price items of work involved, and no additional compensation will be allowed therefor.

10-1.06 Construction Area Signs. Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these Special Provisions.

The base material of construction area signs shall not be plywood.

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the section entitled "Public Safety" elsewhere in these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his/her responsibility as provided in said Section 7-1.09.

The Contractor shall refer to the current "Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways" and the "Uniform Sign Chart" issued by the California Department of Transportation and shall furnish, erect, maintain, and remove all necessary signs and devices during the length of this contract.

The Contractor shall place "Road Construction Ahead" (C-18) signs and "End Construction" (C-13) signs at all limits of work for any and all phases of the contract.

During periods of work in the roadway, the Contractor shall post and maintain three additional C-17 signs in each direction for police radar reinforcement of 25 mph construction zone pursuant to Section 22362 of the California Vehicle Code in locations as designated by the Engineer.

The Contractor shall be responsible for placing "No Parking" barricades and signs 48 hours prior to any work requiring such traffic control.

All signs and warning devices, including warning signs placed beyond the limit of work, shall be provided by the Contractor and shall become his property after completion of the contract.

Full compensation for "Construction Area Signs" shall be considered as included in the various contract prices paid for the items of work and no additional compensation will be allowed therefore.

10-1.07 Maintaining Traffic. Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the section entitled "Public Safety" elsewhere in these Special Provisions, and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09.

All workers shall be supplied with and wear red vests when working on Town streets for any and all phases of this contract.

Three days prior to start of work, the Contractor shall furnish the Engineer with a schedule of operations. During the contract period, the Contractor shall coordinate his activities daily with the Engineer and make every effort to minimize the disruption of normal traffic and parking.

The Contractor shall be responsible for placing "No Parking" barricades and signs forty-eight (48) hours prior to any work requiring such traffic control.

Flaggers shall be provided to maintain safe traffic flow and as directed by the Project Engineer. All persons engaged in flagging operations shall be furnished by the Contractor at his expense and Caltrans Standard Specifications 12-2.02 shall not apply.

Should the Contractor fail to provide for public safety as specified, or if in the opinion of the Engineer, the signs and warning devices furnished by the Contractor are not adequate, the Town may place any signs, warning lights or barricades to protect or warn the public of any dangerous condition connected with the Contractor's operations, and the Contractor shall become liable to the Town at the rate of 1.75 times the Town's actual costs.

The Town will be entitled to assess such charges against the Contractor and deduct the cost thereof from any money due or that may become due to the Contractor under this contract. The action of the Town in placing any warning devices shall not be construed as relieving the

Contractor from any of the Contractor's obligations to provide adequate warning of dangerous conditions.

**Pedestrian Traffic** - The Contractor's attention is directed to the existence of public schools near the project. The Contractor shall provide for the safe and convenient passage of pedestrian and bicycle traffic throughout the limits of the job site at all times. Special grading and/or paving may be required to implement this provision. Any such work shall be paid for at the contract price for the items of work involved in providing such passage.

Normal movement of traffic shall be maintained at all times during project construction.  
During construction:

- A. A minimum of one (paved) traffic lane not less than 10-feet wide shall be open for use by public traffic at all times.
- B. Access must be maintained at all times to businesses and residents.
- C. No work that interferes with public traffic shall be performed between 3:30 p.m. and 8 a.m. except work required under said Sections 7-1.08 and 7-1.09.
- D. A minimum of two 10-foot-wide traffic lanes shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays, after 3 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress. Designated legal holidays are January 1, the third Monday in January and February, the last Monday in May, July 4, the first Monday in September, November 11, Thanksgiving Day, and December 25. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday.
- E. Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of nine cones or portable delineators shall be used for the taper. A C-24 (Road Work Ahead) or C-24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.
- F. Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulder, including any section closed to public traffic during construction.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work, may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, with the limits of the highway right of way.

Signs for traffic control system shall conform to the provisions under "Construction Area Signs," in these Special Provisions.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

Full Compensation for "Maintaining Traffic" shall be considered as included in the various contract prices paid for the items of work and no additional compensation will be allowed therefore.

The adjustment provision in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of maintaining traffic. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the costs of the increased or decreased traffic control necessary. Such adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work, and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as part of said extra work.

10-1.08 Traffic Control System for Lane Closure. A traffic control system shall consist of closing traffic lanes in accordance with the details shown on the plans, the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" elsewhere in these Special Provisions, and these Special Provisions.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

Signs for traffic control system shall conform to the provisions under "Construction Area Signs," and "Maintaining Traffic," in these Special Provisions.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, with the limits of the highway right of way.

Full Compensation for "Traffic Control System for Lane Closure" shall be considered as included in the various contract prices paid for the items of work and no additional compensation will be allowed therefore.

#### 10-1.09 Energy Efficient Streetlight Conversion - LED

The Town wishes to convert selected areas of existing GE Style King PM-117 streetlights (product sheet attached) from High Pressure Sodium vapor (HPS) technology to LED energy efficient technology. The streetlights to be replaced or retrofit are located on Bolinas Road, Broadway Avenue and the Broadway Avenue parking lot. There are a total of 66 lights to be replaced or retrofit, subject to results of the public bid. All of the existing streetlights are 70 watt HPS. The selected LED retrofit fixtures shall approximate existing conditions.

The Town has received an Energy Efficiency and Conservation Block Grant (EECBG) from the U.S. Department of Energy, funded by the American Recovery and Reinvestment Act of 2009 (ARRA) to convert a portion of the Town streetlights to a more energy-efficient technology. The selected bidder must ensure that they, and any subcontractors or subconsultants identified in their bid comply with all requirements of the EECBG and ARRA programs and the specific terms of the Town's grant agreement, including compliance with Davis-Bacon Act wage requirements and the required use of American iron, steel, and manufactured goods, and other specific requirements of these grant programs and Federal Aid projects.

In addition, the Town wishes to obtain rebates currently available from Pacific Gas & Electric Company (PG&E) for the purchase of energy-efficient streetlights. The successful Bidder shall purchase and install streetlights which qualify for the PG&E rebate program.

#### **Phase I – Product Selection and Procurement**

- Any substitution shall comply with Section 2 of the Technical Specifications and shall be submitted at the time of bid. Any substitution shall be similar in appearance.
- Base Bid: GE Evolve LED Post Top – EPTC-0-D5-41-P-L-5-B-BLCK
- Bid Alternate: Relume Retrofit System Top Hat
- Product Specifications are attached at end of section

#### **Phase II - Installation of Energy Efficient Streetlight Luminaires**

- Bidder shall install selected energy efficient luminaires in designated streetlight locations.
- Bidder should recognize that the funds for this project are provided by the Energy Efficiency and Conservation Block Grant program which is administered by the Department of Energy (DOE) as part of the American Recovery and Reinvestment Act (ARRA) and necessary reporting requirements will be required.

- Bidder shall remove, handle, transport, store, and dispose of all existing luminaires including light bulbs, and all other construction or installation related refuse in compliance with Town's current practice and all applicable laws and regulations in such a manner as to minimize potential adverse environmental impacts on this project at no additional cost to the Town. The Town encourages recycling where possible.

### **Phase III - Grant Reporting, Rebates and Rate Changes**

- Bidder shall provide to and assist the Town with all data gathering and documentation required for American Recovery and Reinvestment Act and Energy Efficiency Block Grant reports and other documentation and reporting as required by the funding agencies or the Town.
- Bidder shall complete and submit all applications necessary to receive PG&E rebates for the purchase of energy-efficient fixtures and to revise PG&E electrical billing from existing to the appropriate rates for the converted new streetlights.
- Bidder shall follow-up with PG&E and the Town to ensure that these rebates and rate reductions are received as soon as possible, but no more than six weeks after completion of installation.
- Bidder shall comply with all pole and fixture labeling requirements necessary for PG&E to confirm the conversion to the new rate structure.

## **TECHNICAL SPECIFICATIONS**

### ***Section 1: GENERAL***

The work to be done consists of furnishing and installing LED energy-efficient lighting fixtures, removing and properly disposing of existing lighting fixtures, and maintaining existing electrical systems during construction. No used, refurbished, reconditioned, or rebuilt parts or products shall be allowed.

All work shall conform to the provisions in Section 86, "Electrical Systems," of the Standard Specifications dated May 2006 and these special provisions. Unless otherwise approved by the Engineer in writing, all streetlights shall be fully operational each night. Bidder shall provide manufacturer's specifications sheets along with certifications of compliance with the Buy American Provision of ARRA.

**Contractor Requirements/Experience:** Bidder shall fill out the Contractor Qualifications Forms provided in the attachments. Contractor shall have a minimum of three years experience providing streetlight retrofit service to municipal agencies. Contractor shall have completed at least one municipal streetlight conversion and energy efficient upgrade with a minimum of 1,000 lights. Contractor shall supply at time of bid a notarized certificate of compliance with the Davis-Bacon federal wage regulations for this project. Failure to include any of the above forms with the bid shall render the bid non-responsive.

**Vendor Requirements/Experience:** Bidder shall fill out the Vendor Information and Qualifications Forms provided in the attachments. Vendor shall have a minimum of three years experience providing streetlight retrofit products to municipal agencies. Vendor shall have participated in at least one municipal streetlight conversion and energy efficient upgrade with a minimum of 1,000 lights. Vendor shall supply at time of bid a notarized certificate of compliance with the ARRA “Buy America” requirements for this project. Failure to include any of the above forms with the bid shall render the bid non-responsive.

**Technical Requirements:** Luminaires shall conform to the requirements shown in the following tables. Luminaires furnished under this contract shall be LED. Luminaires shall be from the same manufacturer for any wattage to be furnished. The furnished product shall conform to an established tariff rate as published by the local utility.

***Section 2: LED REQUIREMENTS***

<b>LED Luminaire Requirements:</b>	
Correlated Color Temperature (CCT)	CCT shall range from 4,000 +/- 300 nominal CCT. Color shift during L70 period shall be less than 5%. Acceptable LM80 test results shall be provided.
Color Rendering Index (CRI)	Luminaires shall have a minimum CRI of 65.
Off-state Power Consumption	The power draw of the luminaire (including PE or remote control devices) shall not exceed 0.50 (one half) watts when in the off state.
On-state Power Consumption	The LM79 test shall meet or exceed 45 lumens per watt.
Warranty	The warranty shall provide for the full replacement of the entire lamp system exclusive of lamp post due to any failure for a minimum of seven (7) years. Warranties shall include all labor, materials and equipment necessary to address the deficiency, including field replacement.
Operating Environment	Luminaire shall be able to operate normally in temperatures from -20° C to 50° C.
Cooling System	Shall consist of a heat sink with no fans, pumps, or liquids, and shall be tested for heat management with debris to ensure buildup does not degrade heat dissipation such that the light operates outside of its design life performance parameters.
Housing	Shall be primarily constructed of metal. Finish shall be black in color, powder coated and rust resistant. Finish shall have a warranty of not less than 7 years. Fixture shall be self-cleaning. Driver must be mounted internally and be replaceable. Driver must be accessible without tools. All screws shall be stainless steel. Captive screws are needed on any components that require maintenance after installation. No parts shall be constructed of polycarbonate. Housing will be IP rated to not less than 55.
Dark Sky	Fixtures shall comply with International Dark Sky Association guidelines.

Compliance	
Certification	Entire fixture including internal components, and as a whole unit, shall be either UL certified, CSA International certified or equivalent
PE Cell Receptacle	Luminaires shall have a 3-prong twist-lock photo-control receptacle in accordance with ANSI C136.10. The PE socket shall be able to rotate so that the PE window can be positioned to face the north direction.

<b>LED Module/Array Requirements:</b>	
Lumen Depreciation of LED Light Sources	LED module(s)/array(s) shall deliver at least 70% of initial lumens, when installed for a minimum of 50,000 hours. Submit lumen depreciation (operating life) data for each luminaire supported by the LED chip manufactures' IESNA LM80 test data that directly correlates to luminaire level performance. Submit certified photometric reports per IESNA LM79 from an approved Department of Energy Independent testing laboratory to validate manufacturer's photometric performance claims for each luminaire.

<b>LED Power Supply/Driver Requirements:</b>	
Power Factor	Shall have a minimum Power Factor of 0.90
Max amperage at LED	Shall conform to the following: 1) step increments on current to the driver: - 350 mA (with option of 525 mA and 700 mA) for Equivalent Replacement of 70 W HPS - 525 mA (with option of 350 mA and 700 mA) for Equivalent Replacement of 100 W HPS OR 2) Driver adjustment for multi-current input operation: Standard factory for Equivalent Replacement of 70 W HPS and 100 W HPS setting shall be 21 mA, as delivered from the factory. Adjustment shall not exceed 700 mA. L70 shall not be below 50,000 for the highest operating forward current.
Transient Protection	Per IEEE C.62.41-1991, Class A operation. The line transient shall consist of seven strikes of a 100k HZ ring wave, 6 kV level, for both common mode and differential mode.
Operating Temperature	Power Supply shall operate between -20° C and 50° C.
Frequency	Output operating frequency must be $\geq$ 120 Hz (to avoid visible flicker) and input operating frequency of 60 Hz.
Interference	Power supplies shall meet FCC 47 CFR Part 15/18 (Consumer Emission Limits).
Noise	Power supply shall have a Class A sound rating per ANSI Standard C63.4.
Terminal Block	Shall be capable of #12 to #6 AWG.

<b>LED Roadway Application Requirements:</b>	
Luminaire Efficacy	Luminaire Light Output (includes fixture efficiency and thermal effects), Luminaire Input Power shall meet DOE Energy Star Criteria
Minimum Luminaire Efficacy	49 lm/W at all operating temperatures and forward currents.

<b>LED Measurement/Performance/Safety Standards:</b>	
ANSI C78.377.2008	Specifications for the ChromatiTown Solid State Lighting Products.
IESNA LM-79-08	IESNA Approved Method for the Electrical and Photometric Measurements of Solid-State Lighting Products. Submit certified photometric reports per IESNA LM79 from an approved Department of Energy Independent testing laboratory to validate manufacturer's photometric performance claims for each luminaire.
IESNA LM-80-08 (Recommended)	IESNA Approved Method for Measuring Lumen Maintenance of LED Lighting Sources. Submit lumen depreciation (operating life) data for each luminaire supported by the LED chip manufactures' IESNA LM80 test data that directly correlates to luminaire level performance.
UL Standards (Latest Approved)	• 8750 Light-Emitting Diode (LED) Light Sources for Use in Lighting Products • 1598 Luminaires • 1012 Power Units Other Than Class 2 • 1310 Class 2 Power Units • 2108 Low Voltage Lighting Systems
IP Rating	Minimum rating of 55.

### ***Section 3: PHOTOELECTRIC CONTROL***

Photoelectrical control shall conform to Section 86-6.07, "Photoelectric Controls" of the Standard Specifications except as modified herein. All photoelectric control shall be Type IV. A new photoelectric unit shall be supplied for each luminaire, connected to the same voltage as the luminaire.

### ***Section 4: DISPOSAL***

Bidder shall provide a Waste Management Plan per ARRA guidelines (attached). The plan shall be due at the preconstruction conference.

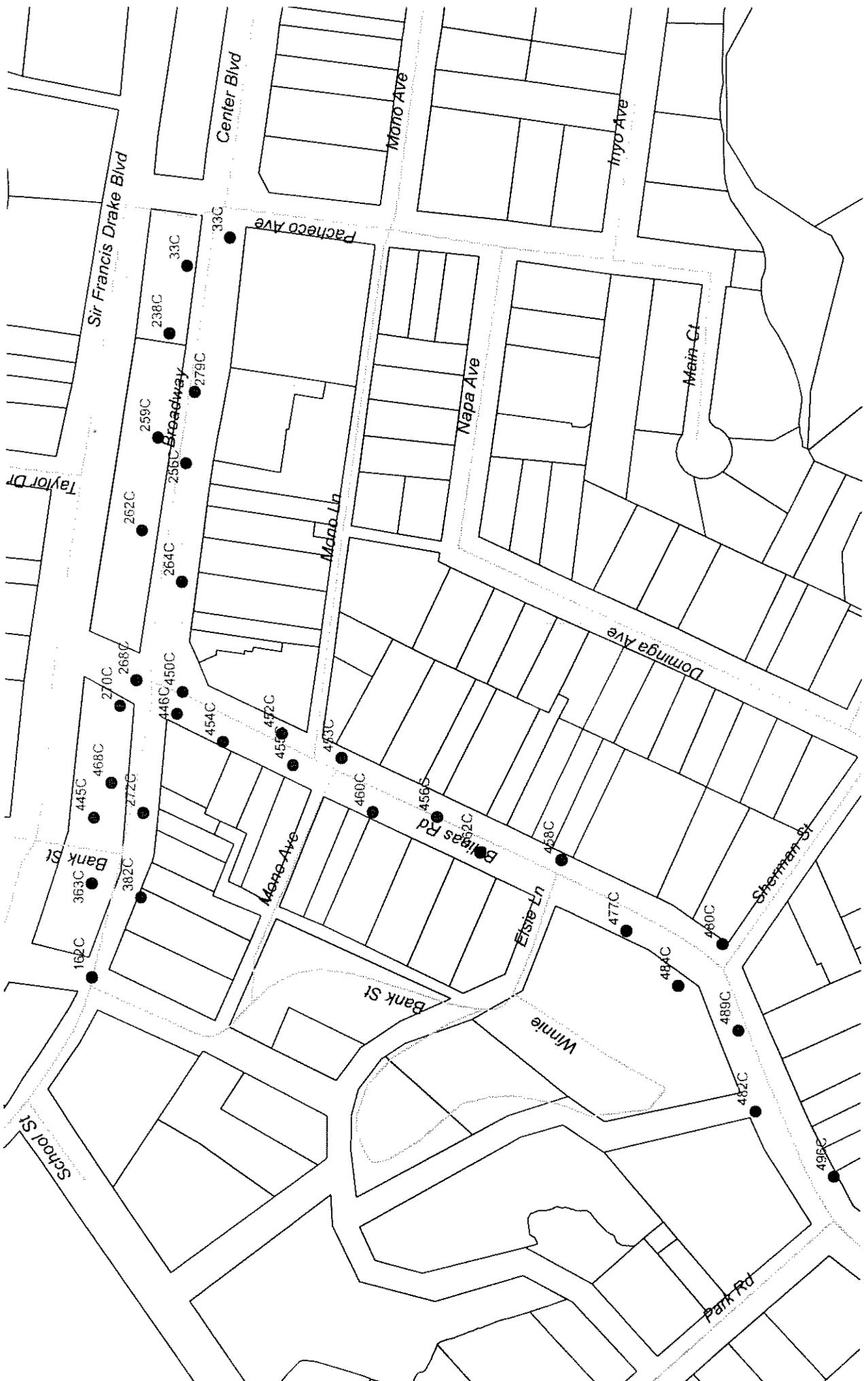
Ballasts and transformers that contain polychlorinated biphenyls (PCB's) are designated as extremely hazardous wastes and fluorescent tubing and mercury lamps are designated as hazardous wastes under Title 22, Division 4.5, Chapter 11, Article 4.1 and Article 5, of the California Code of Regulations.

Full compensation for hauling, stockpiling, and disposing of transformers, fluorescent tubing, mercury lamps, non-leaking fluorescent light ballasts and all components of the HPS fixtures

removed shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefor.

***Section 5: PAYMENT***

The contract per unit price paid for Energy Efficient Streetlight Conversion includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in removal and disposal of existing lights, purchase and installation of energy efficient lights, and all other aspects of the work as specified in the federal regulations, ARRA regulations, the Standard Specifications and these special provisions.



Sir Francis Drake Blvd

Center Blvd

Pacheco Ave

Mono Ave

Inyo Ave

Napa Ave

Main Ct

Dominga Ave

Sherman St

Park Rd

Bank St

Elsie Ln

Bolinas Rd

Bank St

School St

Taylor Dr

Winnie

162C

363C

382C

445C

468C

270C

268C

272C

446C

450C

454C

472C

453C

473C

460C

4565

4562C

458C

484C

477C

480C

489C

482C

496C

238C

259C

258C

264C

279C

33C

Mono Ave

Industrial  
Hazardous  
Floodlight  
Area  
Roadway  
Commercial

GEA-9989D

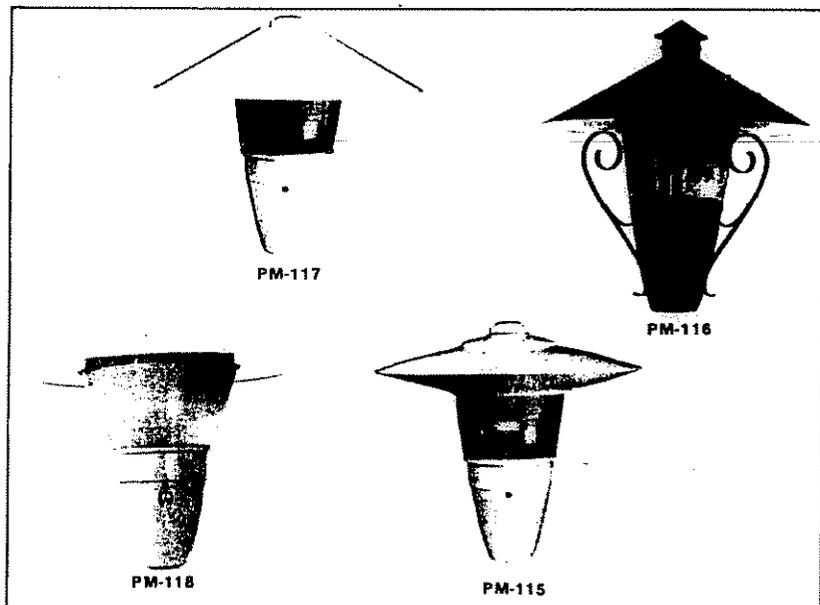
PM FAMILY  
OF LUMINAIRES

# General Electric PM FAMILY OF LUMINAIRES

The PM family is a distinctive post mounted luminaire approach, designed to fit architects' needs in contemporary and colonial settings. These decorative luminaires fit application requirements for parks, malls, residential streets and shopping centers.

## DECORATIVE DESIGN Using Energy Conserving High Intensity Discharge (HID) Lamps.

1. **Aesthetically Pleasing:** The colonial or contemporary design allows this luminaire to blend in with nearly any architectural style.
2. **Energy Conserving:** You can choose from the modern economical and energy saving HID sources. The built-in ballast is also available in several voltages and wattages.
3. **Ease of Maintenance:** The captive hand nut on the canopy provides gloved-hand, no tool access to lamp and refractor for replacement and cleaning.
4. **Ease of Installation:** A two-bolt self-leveling slipfitter is provided for  $3" \pm 1/8"$  OD post tops. The ballast is pre-wired and a captive hand nut allows easy no tool assembly of the canopy. All these features provide easy installation.



5. **Choice of Light Distributions:** Two standard and two optional distributions for mercury and Lucalox High Pressure Sodium (HPS) lamps allow choice of distribution.

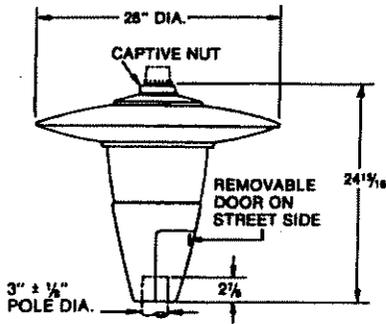
Data subject to change without notice.

\* Registered Trademark of General Electric Company

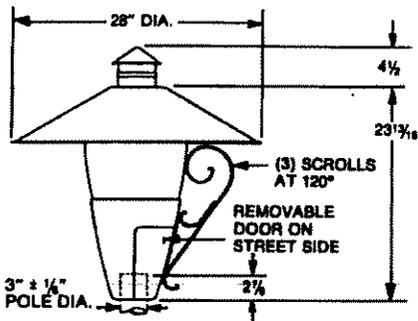
GENERAL  ELECTRIC

**DIMENSIONS**

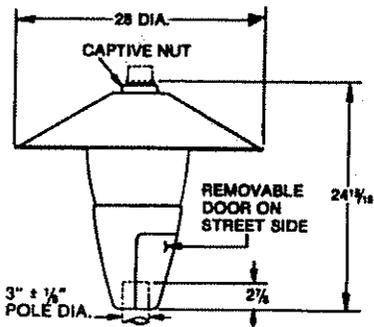
PM-115



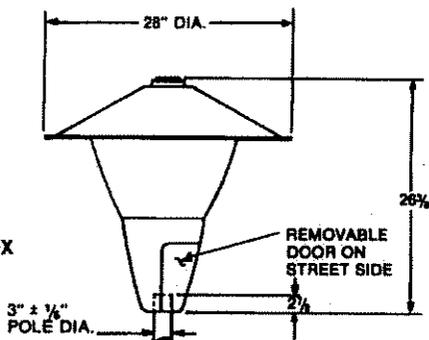
PM-116



PM-117



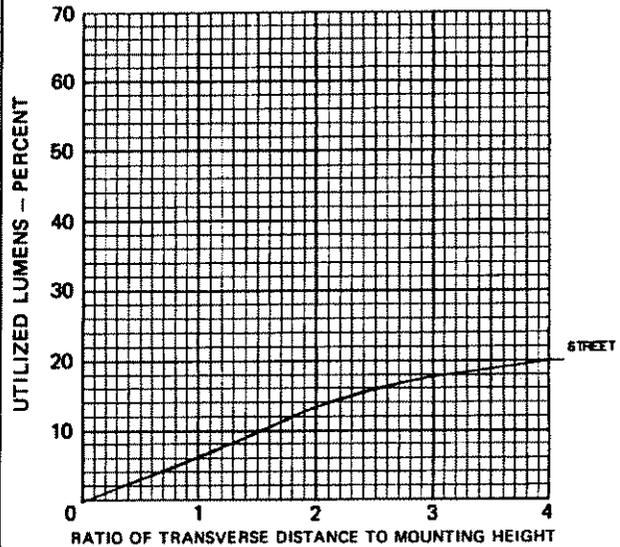
PM-118  
LUCALOX



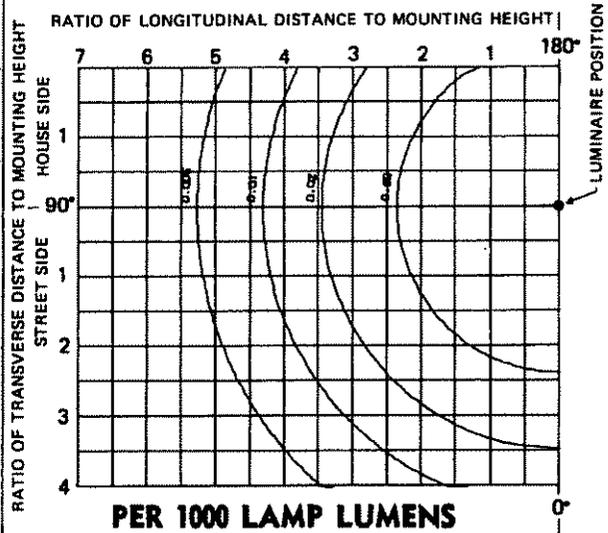
**TYPICAL PHOTOMETRIC DATA**

Curve 35-176928  
 PM-117, Refractor 512, Fixed Socket Position  
 50-, 70-, 100-, or 150-watt Lucalox lamp  
 ANSI/IES TYPE - Medium Semi Cut-off

**UTILIZATION CURVE**



**ISOFOOTCANDLE CURVES**



NOTE: 1 FOOTCANDLE = 10.76 LUX

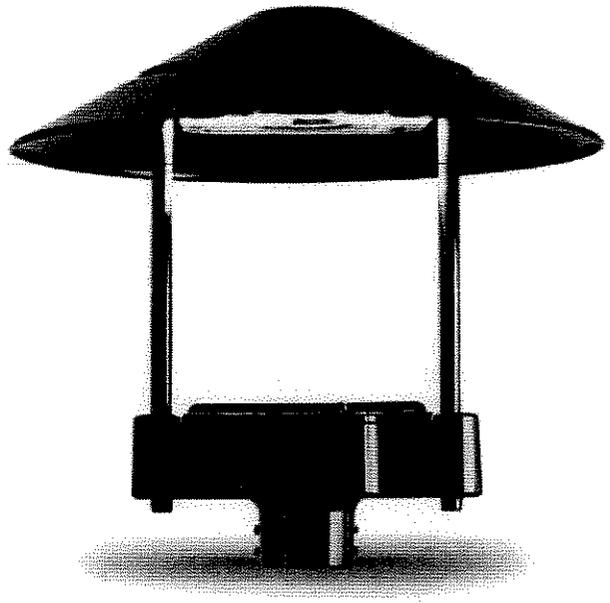
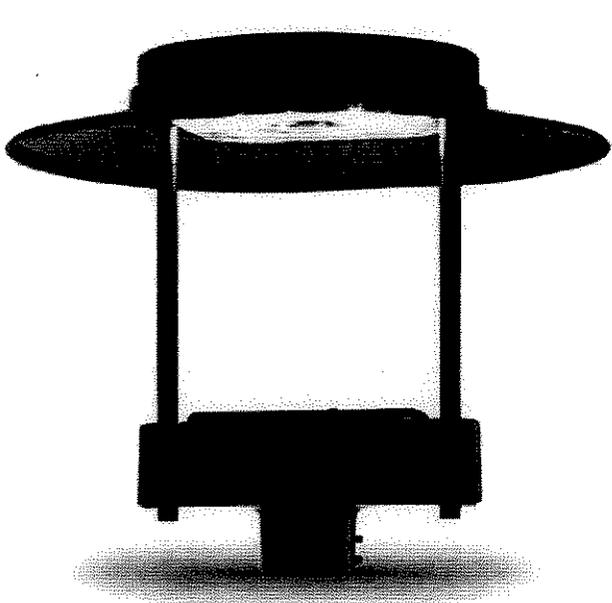
MOUNTING HEIGHT CORRECTION FACTORS FOR OTHER THAN 14 FEET.  
 USE TABLE BELOW OR FACTOR =  $\frac{14^2}{\text{ACTUAL MH}^2}$

MOUNTING HEIGHT - FEET	4	9	14	19	24	29	34
FACTOR	12.3	2.42	1.00	0.64	0.34	0.23	0.17

GE  
Lighting Solutions

# Evolve™ LED Post Top

Contemporary Twin Support Post Top (EPTC)



imagination at work

## Product Features

The new Evolve™ LED Contemporary Twin Support Post Top (EPTC) offers energy efficiency and quality of light in your choice of two distinct, modern styles. The advanced LED optical system provides improved horizontal and vertical uniformity, reduced glare and improved lighting control. GE's unique optical ring technology effectively aims the light where you need it, while eliminating the unsightly shadow circles commonly seen under other LED post top fixtures.

The EPTC can yield up to a 60-percent reduction in system energy compared with standard HID systems, depending on applications. This reliable system operates well in cold temperatures and offers more than 11 years of service life to reduce maintenance frequency and expense, based on a 50,000 hour life at 12 hours of operation per day (L85 Rating).

### Applications

- Roadway, site, area, and general lighting utilizing advanced LED optical system providing high uniformity, excellent vertical illuminance, reduced offsite visibility, and reduced on-site glare.

### Housing

- Base: die-cast aluminum housing.
- Top Upper Housing: one-piece spun aluminum, available in two distinct contemporary designs.
- The upper fixture design incorporates the heat sink directly into the unit ensuring maximum heat transfer and long LED life.
- Meets 2G vibration per ANSI C136.32-2001. For 3G rating contact manufacturer.

### LED & Optical Assembly

- Structured LED array for optimized roadway, walkway and campus photometric distribution.
- Evolve light engine consisting of nested concentric directional reflectors designed to optimize application efficiency and minimize glare.
- Utilizes high brightness LEDs, 65 CRI at 4100K typical.
- LM-79 tests and reports are performed in accordance with IESNA standards.

### Lumen Maintenance

- System rating is L85 at 50,000 hours. Contact manufacturer for L rating (Lumen Depreciation) beyond 50,000 hours.

### Ratings

-   listed, suitable for wet locations.
- IP 65 rated optical enclosure per ANSI C136.25-2009.
- Temperature rated at -40° to 50°C.
- RoHS compliant.

### Mounting

- Post top mounting 3-inch (76mm) OD held in place with six square head set screws.

### Finish

- Corrosion resistant polyester powder painted, minimum 2.0 mil. thickness.
- Standard colors: Black, Gray and Dark Bronze.
- RAL & custom colors available.

### Electrical

- 120-277 volt and 347-480 volt available.
- System power factor is >90% and THD <20%.
- Class "A" audible sound rating.
- Integral surge protection:
  - For 120-277VAC per IEEE/ANSI C62.41.-1991, 4kV/2kA Location Category B2 (120 Events).
  - For 347-480VAC per IEEE/ANSI C62.41.-1991, 4kV/2kA Location Category B2 (120 Events).
- EMI: Title 47 CFR Part 15 Class A.
- Photo Electric Sensors (PE) available for all voltages.

### Warranty

- 5-year limited system warranty standard.

# Ordering Number Logic

## Contemporary Twin Support Post Top (EPTC)

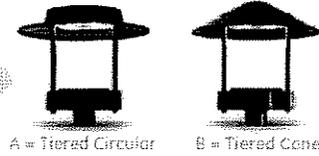


E P T C - - - - 4 1 - P - L - - - - -

PROD. ID	VOLTAGE	OPTICAL CODE	COLOR TEMP	LENS	ORIENTATION	PE FUNCTION	TOP HOUSING	COLOR	OPTIONS
E = Evolve	0 = 120 - 277 H = 347 - 480		41 = 4100K	P = Polycarbonate	L	1 = None 2 = PE Rec. 3 = Button PE* 4 = PE Rec. with Shortening Cap 5 = PE Rec. with Control	A = Tiered Circular B = Tiered Cone	BLCK = Black DKBZ = Dark Bronze GRAY = Gray  Contact manufacturer for other colors.	D = Dimmable 10-10 Volt Input* F = Fusing P = Prewire with 6" of 14/3 cable XXX = Special Options  *Not available at time of launch. Contact manufacturer for details and availability (only available in 120-277V).
P = Post Top	1 = 120* 2 = 208*								
T = Twin Support	3 = 240* 4 = 277*								
C = Contemporary	5 = 480* D = 347*								

\*Specify single voltage only if fuse or button PE option is selected

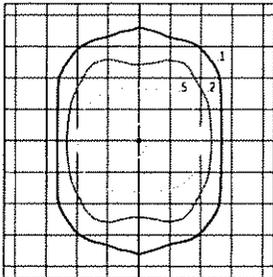
PE control not available for 347-480V. Must be a discrete voltage.  
\*Button PE not available with 347 or 480 volt fixtures.



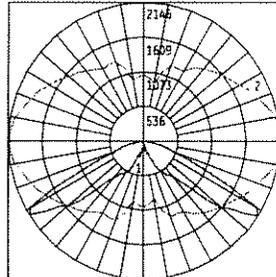
OPTICAL CODE	TYPE	TYPICAL INITIAL LUMENS		TYPICAL SYSTEM VOLTAGE		POLY SPACING (7' CLEARANCE)	BUG RATINGS			IES FILE NUMBERS
		4100K	120-277V	347-480V	0		U	G		
B5	Symmetric	4630	86	93	5.1	N/A	1	1	454690	
D5	Symmetric	2380	49	52	5.1	N/A	1	0	454689	
B3	Asymmetric Wide	4630	86	93	5.1	1	2	1	454692	
D3	Asymmetric Wide	2380	49	52	5.1	0	2	1	454691	

## Photometrics

EPTC Type V - Symmetric (B5)  
4,630 Lumens, 4100K (GE454690.ies)

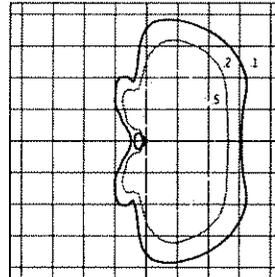


Grid Distance in Units of Mounting Height at 16' Initial Footcandle Values at Grade

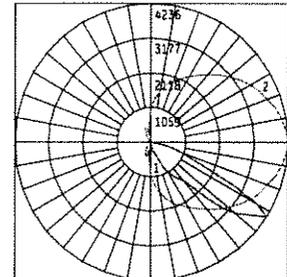


Polar Trace Vertical and Horizontal Plane through Horizontal Angle of Maximum Candlepower

EPTC Type III - Asymmetric (B3)  
4,630 Lumens, 4100K (GE454692.ies)



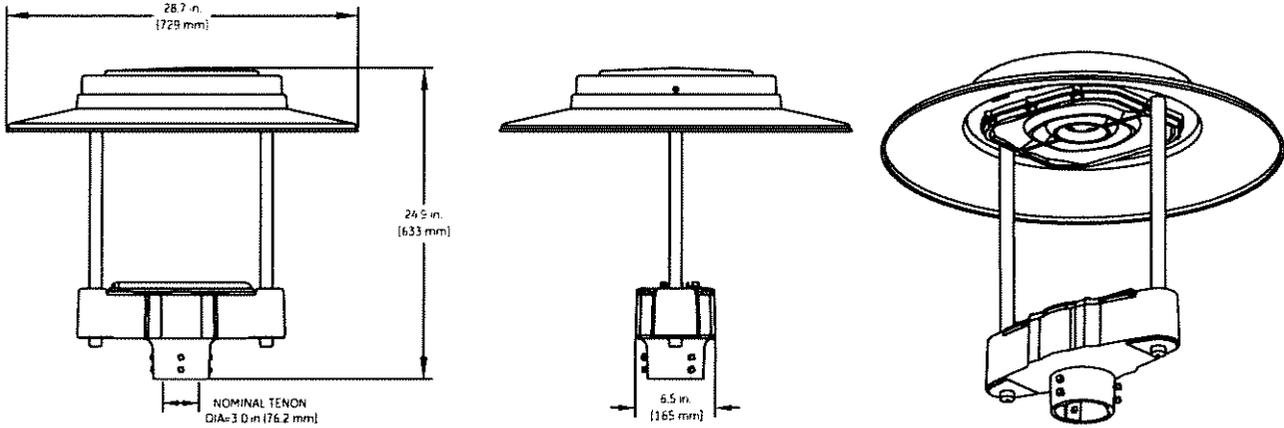
Grid Distance in Units of Mounting Height at 16' Initial Footcandle Values at Grade



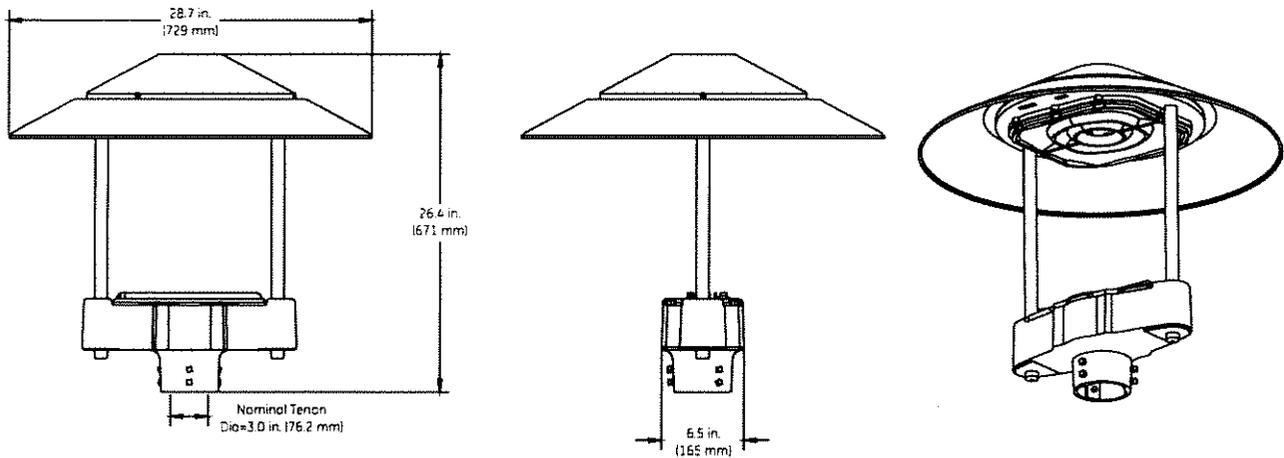
Polar Trace Vertical and Horizontal Plane through Horizontal Angle of Maximum Candlepower

# Product Dimensions

## Tiered Circular Top Housing



## Tiered Cone Top Housing



<b>DATA</b>	<ul style="list-style-type: none"> <li>• Approximate Net Weight: &lt;32 lbs. (&lt;14.51 kgs.)</li> <li>• Suggested Mounting Height: 8-16 ft. (2.5-5 m)</li> <li>• Effective Projected Area (EPA): 1.12 sq. ft. max (0.10 sq. m)</li> </ul>
-------------	--



GE Lighting Solutions \* 1-888-MY-GE-LED \* [www.gelightingsolutions.com](http://www.gelightingsolutions.com)

1-888-60-4-5555

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 © 2011 GE Lighting Solutions, LLC. Information provided is subject to change without notice. All values are design or typical values when measured under laboratory conditions.



# Retrofit Streetlight System UA/Top Hat

Catalog number:
Type:
Notes:

MODEL | Top Hat

## FEATURES & SPECIFICATIONS

### Intended Use

Ideal for lighting main streets, municipalities and parking lots.

### Construction

Relume UA light engines are made of high grade aluminum. All models are wet rated. All units are tested for vibration and shock resistance. Patented Relume Silver Circuitry™ ensures excellent thermal management and low LED junction temperatures —the key to long LED life.

### Electrical

Each power supply (driver) operates over voltages ranging from 120-277 or 377-480 volts (50/60 Hz). The driver is highly efficient with a power factor of greater than 0.98 and a total harmonic distortion (THD) of less than 20%. Fluctuations in line voltage have no effect on luminous output. Drivers have voltage surge protection to withstand high repetition noise transients. Unit meets radio frequency interference (RFI) emission limits set forth in FCC Title 47, Subpart B, Section 15.

### Quality Assurance

Relume light engines have been independently tested and passed FDOT environmental requirements A615-2 (Operating Voltage and Frequency), A615-4 (Temperature and Humidity), A615-5 (Vibration), A615-6 (Shock), A615-7 (Transients: Power Service, Input-Output Terminals and Non-Destruct Transient Immunity). In production, each Light engine is burned-in and certified by Relume's internal QA process. A quality control tracking label, including date of manufacture, is mounted on the inside of each fixture for full ISO 9001:2008 compliance.

### Installation

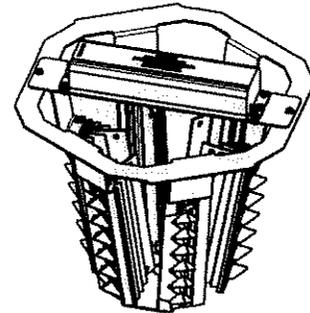
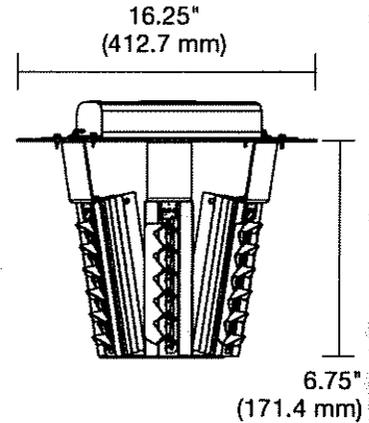
Installation usually takes 15 minutes or less and is easily accomplished by one worker. Connection to a photocell, if required, is straight forward. Relume light engines are designed to work with most commonly used fitters.

### Ordering Information

Lead times will vary depending on options selected. Consult with your sales representative or contact Relume at 248.969.3800. Fax us at 248.969.3804

Example: UA H D3 CW UL 1

### Retrofit Streetlight UA Acom LED: Standard Dimensions:



FAMILY	TYPE	DISTRIBUTION	COLOR TEMPERATURE	VOLTAGE	CONTROLS
UA= Universal Area	H = Top Hat	D3 = Type 3 D5 = Type 5 D3C = Type 3, Cutoff D5C = Type 5, Cutoff	CW = Cool White NW = Neutral White WW = Warm White	UL = 120/277 UH = 347/480	1 = Sentinel 2 = None 3 = Sentinel Ready



### Warranty

Relume guarantees unsurpassed quality by offering an industry leading 7 year limited warranty. Contact Relume for complete warranty language, exceptions, and limitations.

Relume Retrofit Streetlight System UA FEATURES & SPECIFICATIONS





# Retrofit Streetlight System

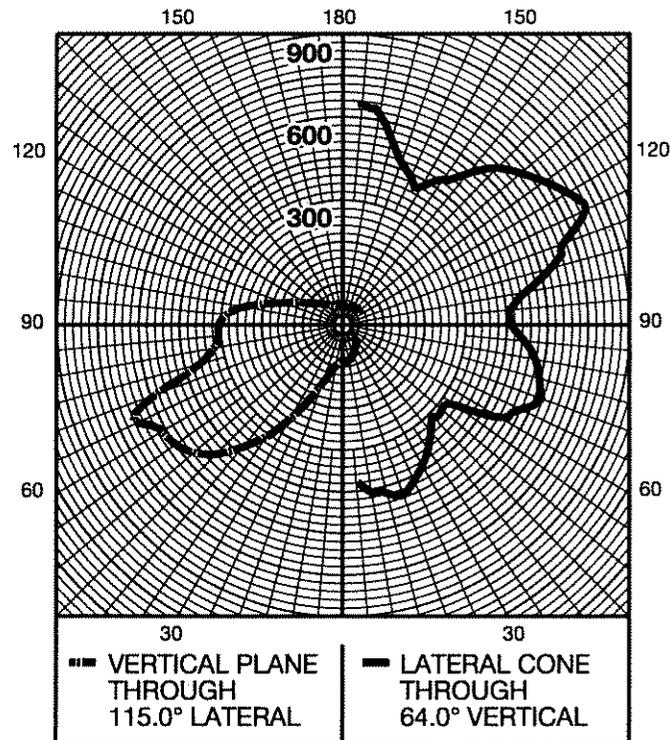
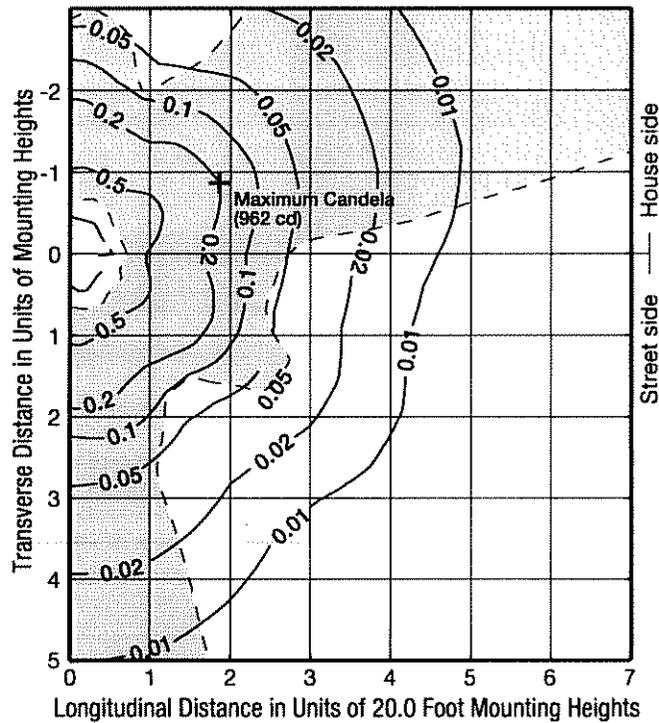
UA/Top Hat

## FEATURES & SPECIFICATIONS

### Top Hat

LTL Report #19083

**Initial Delivered Lumens: 3410**  
**System Watts: 44W**



All photometric testing was conducted by Luminaire Testing Laboratory, Inc.

Testing was performed in accordance with IES LM-79-08.

## **SECTION 12. WORK ZONE SAFETY AND MOBILITY**

The Contractor is required to comply with the Maintaining Traffic and Traffic Control System for Lane Closure sections of the Specifications for review by the Engineer.

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

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

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

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

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

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

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

**Schedule B Information for Determining Joint Venture Eligibility**

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

1. Name of joint venture \_\_\_\_\_  
\_\_\_\_\_
2. Address of joint venture \_\_\_\_\_  
\_\_\_\_\_
3. Phone number of joint venture \_\_\_\_\_  
\_\_\_\_\_
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) \_\_\_\_\_  
\_\_\_\_\_  
  - a. Describe the role of the MBE firm in the joint venture.  
\_\_\_\_\_  
\_\_\_\_\_
  - b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: \_\_\_\_\_  
\_\_\_\_\_
5. Nature of the joint venture's business \_\_\_\_\_  
\_\_\_\_\_
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of MBE ownership? \_\_\_\_\_  
\_\_\_\_\_
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.)
  - a. Profit and loss sharing.
  - b. Capital contributions, including equipment.
  - c. Other applicable ownership interests.

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

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

---

- b. Management decisions, such as:
  - 1. Estimating \_\_\_\_\_

---

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

---

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

---

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

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

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

**Affidavit**

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

Revised 3-95  
08-07-95

FR-2

Name of Firm	_____	Name of Firm	_____
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

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

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

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

[Seal]

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

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

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

[Seal]

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS  
(Exclusive of Appalachian Contracts)**

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XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	11
XII. Certification Regarding Use of Contract Funds for Lobbying	12

**ATTACHMENTS**

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

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

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

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

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause

include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

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

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

**II. NONDISCRIMINATION**

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

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:

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

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

administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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

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

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

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

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

**6. Training and Promotion:**

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

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

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

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

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

**9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

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

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

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

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

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

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

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

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

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

#### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

##### 1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

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

##### 2. Classification:

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

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

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

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

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

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

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

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

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

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

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit

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

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

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

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

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

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

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

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

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

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

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

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

##### **c. Helpers:**

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

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

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

**6. Withholding:**

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

**7. Overtime Requirements:**

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

**8. Violation:**

**Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

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

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

**V. STATEMENTS AND PAYROLLS**

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

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

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

**2. Payrolls and Payroll Records:**

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

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially reposable, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

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

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

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

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

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

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

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

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### VIII. SAFETY: ACCIDENT PREVENTION

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

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

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

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

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

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

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

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

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

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**2. Instructions for Certification - Lower Tier Covered Transactions:**

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

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the el-

igibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

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

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions**

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

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

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

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any

person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

**FEDERAL-AID FEMALE AND MINORITY GOALS**

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

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

The following are goals for minority utilization:

**CALIFORNIA ECONOMIC AREA**

(Percent)

174 Redding, CA:

Non-SMSA Counties .....6.8  
CA Lassen; CA Modoc;  
CA Plumas; CA Shasta;  
CA Siskiyou; CA Tehama.

175 Eureka, CA:

Non-SMSA Counties.....6.6  
CA Del Norte; CA Humboldt;  
CA Trinity.

176 San Francisco-Oakland-San Jose, CA:

SMSA Counties:  
7120 Salinas-Seaside-  
Monterey, CA .....28.9  
CA Monterey.  
7360 San Francisco-Oakland, CA.....25.6  
CA Alameda; CA Contra Costa;  
CA Marin; CA San Francisco;  
CA San Mateo.  
7400 San Jose, CA.....19.6  
CA Santa Clara.  
7485 Santa Cruz, CA.....14.9  
CA Santa Cruz.  
7500 Santa Rosa, CA.....9.1  
CA Sonoma.  
8720 Vallejo-Fairfield- Napa, CA .....17.1  
CA Napa; CA Solano  
Non-SMSA Counties.....23.2  
CA Lake; CA Mendocino;  
CA San Benito.

177 Sacramento, CA:

SMSA Counties:  
6920 Sacramento, CA.....16.1  
CA Placer; CA Sacramento;  
CA Yolo.  
Non-SMSA Counties.....14.3  
CA Butte; CA Colusa;  
CA El Dorado; CA Glenn;  
CA Nevada; CA Siskiyou;  
CA Sutter; CA Yuba.

178 Stockton-Modesto, CA:

SMSA Counties:  
5170 Modesto, CA .....12.3  
CA Stanislaus.  
8120 Stockton, CA .....24.3  
CA San Joaquin.  
Non-SMSA Counties .....19.8  
CA Alpine; CA Amador;  
CA Calaveras; CA Mariposa;  
CA Merced; CA Tuolumne.

179 Fresno-Bakersfield, CA:

SMSA Counties:  
0680 Bakersfield, CA .....19.1  
CA Kern.  
2840 Fresno, CA .....26.1  
CA Fresno.  
Non-SMSA Counties .....23.6  
CA Kings; CA Madera;  
CA Tulare.

180 Los Angeles, CA:

SMSA Counties:  
0360 Anaheim-Santa Ana-Garden  
Grove, CA. ....11.9  
CA Orange.  
4480 Los Angeles-Long  
Beach, CA .....28.3  
CA Los Angeles.  
6000 Oxnard-Simi Valley-  
Ventura, CA .....21.5  
CA Ventura.

6780 Riverside-San Bernardino- Ontario, CA.....	19.0
CA Riverside; CA San Bernardino.	
7480 Santa Barbara-Santa Maria- Lompoc, CA.....	19.7
CA Santa Barbara.	
Non-SMSA Counties.....	24.6
CA Inyo; CA Mono; CA San Luis Obispo.	

181 San Diego, CA:

SMSA Counties	
7320 San Diego, CA.....	16.9
CA San Diego.	
Non-SMSA Counties.....	18.2
CA Imperial.	

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

Form 1273 C Revised 3-95  
08-07-95

**FR-14**

**BIDDER'S PROPOSAL**

TOWN OF FAIRFAX  
STATE OF CALIFORNIA

\_\_\_\_\_ Project

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as \* \_\_\_\_\_ to the TOWN OF FAIRFAX (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Project No. \_\_\_\_\_ (PROJECT NUMBER) in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party therein certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract within 5 days of the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within \_\_\_\_\_ (\_\_\_\_) consecutive working days. BIDDER further agrees to pay as liquidated damages, the sum of \$\_\_\_\_\_ for each consecutive working day thereafter as provided in Section 5.06 of the standard specifications.

BIDDER acknowledges receipt of the following ADDENDUM:

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

BIDDER agrees to perform the work described in the CONTRACT DOCUMENTS for the unit prices or lump sum prices stated on the attached BID SCHEDULE.

\* Insert "a corporation" or "a partnership" or "an individual" as applicable.

**BID BOND**

TOWN OF FAIRFAX  
STATE OF CALIFORNIA

\_\_\_\_\_ Project

KNOW ALL PERSONS BY THESE PRESENTS, that the TOWN OF FAIRFAX ("Town"), a municipal corporation located in the County of Marin, State of California, has received a Proposal from \_\_\_\_\_, hereinafter designated as Principal, whereby Principal agrees to enter into a Contract with the Town for the improvements more particularly described in all documents forming the complete Contract entitled "Pastori Avenue Storm Drain Replacement", which said complete Contract is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required to furnish a bond in connection and with said Proposal, provided that if said Principal fails or refuses to enter into said Contract, the Surety of this bond will pay the Town the amount hereinafter set forth.

NOW, THEREFORE, we the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the TOWN OF FAIRFAX in the penal sum of \$ \_\_\_\_\_, lawful money of the United States, being not less than ten percent (10%) of the estimated Contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said Principal, his/her/its heirs, executors, administrators, successors or assigns, shall fail to enter into said Contract, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

AS FURTHER TERMS OF THIS BOND, IT IS UNDERSTOOD AS FOLLOWS:

(a) If said Proposal shall be rejected, or in the alternative;

(b) If said Proposal shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish a bond for his/her/its faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal;

then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Town may accept such Proposal; and said Surety does hereby waive notice of any such extension.

PROVIDED FURTHER, that no final settlement between the Town and Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOTE: To be signed by Principal and Surety and acknowledgment and notarial seal attached.

(SEAL)

PRINCIPAL

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

Title: \_\_\_\_\_

SURETY

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

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Address of Surety)

**LED Bid Schedule**

**ENERGY EFFICIENT STREETLIGHT CONVERSIONS**

**Streetlight Retrofit Project No. 51-900**

<b>ITEM</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>ESTIMATED QUANTITY</b>	<b>ITEM PRICE (IN FIGURES)</b>	<b>ITEM TOTAL (IN FIGURES)</b>
	<b>Base Bid</b>				
1	Completely replace existing Style King PM-117 fixtures with GE Evolve Tiered Cone fixture or approved equal	EA	66	\$	\$
<b>TOTAL BASE BID</b>					\$
	<b>Bid Alternate</b>				
1	Retrofit existing Style King PM-117 fixtures with Relume Streetlight System or approved equal	EA	66	\$	\$
<b>TOTAL BID ALTERNATE</b>					\$

**NOTE: Item price figures to include all project elements including removal and disposal of existing, purchase and installation of new.**

**Bids received without the item price column completed shall be deemed non-responsive.**

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

## **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

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

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

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

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

The bidder shall list the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work, as required by the provisions in "Required Listing of Proposed Subcontractors" in Section 2 of the Special Provisions.

**LIST OF SUBCONTRACTORS**

<b>Name and Address</b>	<b>Description of Portion of Work Subcontracted</b>

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has  , has not  been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any State or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

*Note: The bidder must place a check mark after "has" or "has not" in one of the boxes provided.*

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

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

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

**Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, even been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?**

Yes  No

**If the answer is yes, explain the circumstances in the following space.**

## **PUBLIC CONTRACT SECTION 10232 STATEMENT**

**In accordance with Public Contract Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal court which orders the Contractor to comply with an order of the National Labor Relations Board.**

*Note: The above Statement and Questionnaire are part of the Proposal.  
Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.*

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

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

To the Town of Fairfax  
*DEPARTMENT OF PUBLIC WORKS.*

In accordance 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.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

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

## **DEBARMENT AND SUSPENSION CERTIFICATION**

### **TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Standard Form LLL Rev. 09-12-97**  
**INSTRUCTIONS FOR COMPLETION OF SF-LLL,**  
**DISCLOSURE OF LOBBYING ACTIVITIES**

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, Town, 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, Town, 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, Town, 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.

**CONTRACTOR QUALIFICATIONS FORM**

**CONTRACTOR NAME:** \_\_\_\_\_

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

**GENERAL:** Years in business providing street lighting installation services: \_\_\_\_\_

**REFERENCES:** Provide a minimum of five (5) references from established firms or government agencies that can attest to your experience and ability to perform the contract in accordance with this solicitation. Previous experience is essential in the bidding process.

Firm/Government Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

E-Mail Address: \_\_\_\_\_

Date Services were initiated: \_\_\_\_\_

Value of contract awarded: \_\_\_\_\_

Description of services and number of fixtures included in installation.

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

**CONTRACTOR QUALIFICATIONS FORM**

**CONTRACTOR NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Firm/Government Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

E-Mail Address: \_\_\_\_\_

Date Services were initiated: \_\_\_\_\_

Value of contract awarded: \_\_\_\_\_

Description of services and number of fixtures included in installation.

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

**CONTRACTOR NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Firm/Government Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

E-Mail Address: \_\_\_\_\_

Date Services were initiated: \_\_\_\_\_

Value of contract awarded: \_\_\_\_\_

Description of services and number of fixtures included in installation.

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

**CONTRACTOR QUALIFICATIONS FORM**

**CONTRACTOR NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Firm/Government Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

E-Mail Address: \_\_\_\_\_

Date Services were initiated: \_\_\_\_\_

Value of contract awarded: \_\_\_\_\_

Description of services and number of fixtures included in installation.

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

**CONTRACTOR NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Firm/Government Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

E-Mail Address: \_\_\_\_\_

Date Services were initiated: \_\_\_\_\_

Value of contract awarded: \_\_\_\_\_

Description of services and number of fixtures included in installation.

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

**VENDOR INFORMATION**

Company Legal/Corporate Name: \_\_\_\_\_

Doing Business As (if different than above): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Remit to Address (if different than above):

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Contact for Questions about this proposal:**

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Day-to-Day Project Contact (if awarded):

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

\_\_\_\_\_ Certified Small Business                      Certifying Agency: \_\_\_\_\_

\_\_\_\_\_ Certified Minority, Woman or  
Disadvantaged Business Enterprise                      Certifying Agency: \_\_\_\_\_

**VENDOR QUALIFICATIONS FORM**

**VENDOR NAME:** \_\_\_\_\_

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

**GENERAL:** Years in business providing energy efficient street lighting products: \_\_\_\_\_

**REFERENCES:** Provide a minimum of five (5) references from established firms or government agencies that can attest to your experience and ability to perform the contract in accordance with this solicitation. Previous experience is essential in the bidding process.

Firm/Government Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

E-Mail Address: \_\_\_\_\_

Date Services were initiated: \_\_\_\_\_

Value of contract awarded: \_\_\_\_\_

Description of services and number of fixtures included in installation.

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

**VENDOR QUALIFICATIONS FORM**

**VENDOR NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Firm/Government Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

Date Services were initiated: \_\_\_\_\_

Value of contract awarded: \_\_\_\_\_

Description of services and number of fixtures included in installation.

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

**VENDOR NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Firm/Government Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

Date Services were initiated: \_\_\_\_\_

Value of contract awarded: \_\_\_\_\_

Description of services and number of fixtures included in installation.

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

**VENDOR QUALIFICATIONS FORM**

**VENDOR NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Firm/Government Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

E-Mail Address: \_\_\_\_\_

Date Services were initiated: \_\_\_\_\_

Value of contract awarded: \_\_\_\_\_

Description of services and number of fixtures included in installation.

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

**VENDOR NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Firm/Government Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

E-Mail Address: \_\_\_\_\_

Date Services were initiated: \_\_\_\_\_

Value of contract awarded: \_\_\_\_\_

Description of services and number of fixtures included in installation.

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

Federal Wages

General Decision Number: CA100009 07/29/2011 CA9

Superseded General Decision Number: CA20080009

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only);  
DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	07/02/2010
3	07/09/2010
4	08/13/2010
5	08/27/2010
6	09/10/2010
7	09/24/2010
8	10/01/2010
9	10/15/2010
10	10/29/2010
11	11/05/2010
12	11/19/2010
13	12/03/2010
14	01/21/2011
15	01/28/2011
16	02/11/2011
17	02/18/2011
18	03/18/2011
19	04/08/2011
20	04/15/2011
21	05/13/2011
22	06/03/2011
23	06/24/2011
24	07/01/2011
25	07/15/2011
26	07/29/2011

ASBE0016-001 04/01/2011

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO,  
 MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA  
 CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

ELEC0551-004 06/01/2009

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 44.00	3%+13.00

LABO0067-006 06/28/2010

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN  
 MATEO AND SANTA CLARA COUNTIES

Rates                      Fringes

Laborers: (CONSTRUCTION CRAFT  
 LABORERS - AREA A:)

	Rates	Fringes
Construction Specialist		
Group.....	\$ 27.84	15.82
GROUP 1.....	\$ 27.14	15.82
GROUP 1-a.....	\$ 27.36	15.82
GROUP 1-c.....	\$ 27.19	15.82
GROUP 1-e.....	\$ 27.69	15.82
GROUP 1-f.....	\$ 27.72	15.82
GROUP 1-g (Contra Costa County).....	\$ 27.34	15.82
GROUP 2.....	\$ 26.99	15.82
GROUP 3.....	\$ 26.89	15.82
GROUP 4.....	\$ 20.58	15.82

GROUP 3: Construction laborers, including bridge and general  
 laborer; Dump, load spotter; Flag person; Fire watcher;  
 Fence erector; Guardrail erector; Gardener, horticultural  
 and landscape laborer; Jetting; Limber, brush loader and  
 piler; Pavement marker (button setter); Maintenance, repair  
 track and road beds; Streetcar and railroad construction  
 track laborer; Temporary air and water lines, Victaulic or  
 similar; Tool room attendant (jobsite only)



GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: MARIN COUNTY  
DETERMINATION: MAR-2011-1

#	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS							STRAIGHT-TIME			OVERTIME HOURLY RATE				
				BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY				
	PLUMBER:																	
	PLUMBER, STEAMFITTER	8/22/2010	06/30/2011**	AG 55.25	13.01	18.03	F -	3.90	AH 2.75	7.00	92.94	AI 120.57	AJ 120.57	148.19				
	PLUMBING SERVICE AND REPAIR, LIGHT COMMERCIAL	8/22/2010	06/30/2011**	AG 46.96	12.89	16.89	F -	3.20	AH 2.18	8.00	82.12	AK 105.60	G 105.60	129.08				
	REFRIGERATION FITTER (HVAC)	8/22/2010	06/30/2011**	AG 55.25	13.01	18.03	F -	3.90	AH 2.75	8.00	92.94	AK 120.57	G 120.57	148.19				
	AIR CONDITIONING & REFRIGERATION/HVAC - SERVICE WORK	8/22/2010	06/30/2011**	AG 55.25	13.01	18.03	F -	3.90	AH 2.75	8.00	92.94	AK 120.57	G 120.57	148.19				
	LANDSCAPE/IRRIGATION PIPEFITTER	8/22/2010	06/30/2011**	A 46.96	10.14	13.39	F -	1.92	0.75	8.00	73.16	AE 96.64	AE 96.64	120.12				
	UNDERGROUND/UTILITY PIPEFITTER	8/22/2010	06/30/2011**	A 46.96	10.14	13.39	F -	1.92	0.75	8.00	73.16	AE 96.64	AE 96.64	120.12				
	SPRINKLER FITTER (FIRE PROTECTION AND FIRE CONTROL SYSTEMS)	2/22/2011	07/31/2011**	A 49.59	8.20	13.20	F -	0.95	1.60	8.00	73.54	98.34	98.34	123.13				
	ROOFER	8/22/2010	07/31/2011**	30.06	6.79	3.45	3.00	0.45	0.35	D 8.00	44.10	59.13	59.13	74.16				
	BITUMASTIC, ENAMELER, PIPE WRAPPER, COAL TAR PITCH BUILD-UP	8/22/2010	07/31/2011**	32.06	6.79	3.45	3.00	0.45	0.35	D 8.00	46.10	62.13	62.13	78.16				
	MASTIC WORKER, KETTLEMAN	8/22/2010	07/31/2011**	30.31	6.79	3.45	3.00	0.45	0.35	D 8.00	44.35	59.51	59.51	74.66				
	SHEET METAL WORKER	8/22/2010	06/30/2011*	H 47.58	13.16	16.02	F -	1.21	0.99	8.00	78.98	N 102.77	N 102.77	126.56				
	TOTAL SHEET METAL CONTRACT OF \$200,000.00 OR LESS	8/22/2010	06/30/2011*	H 43.20	13.18	15.72	F -	1.21	0.99	8.00	74.30	N 95.90	N 95.90	117.50				
	METAL CONTRACT OF \$200,000.00 OR MORE	2/22/2011	06/30/2011*	H 32.43	10.95	10.16	F -	1.21	0.99	8.00	55.74	AL 71.96	AL 71.96	88.17				
	SERVICE MECHANIC (TOTAL SHEET METAL CONTRACT OF \$200,000.00 OR MORE)	2/22/2011	06/30/2011*	H 28.17	10.95	7.15	F -	1.21	0.99	8.00	48.47	AL 62.56	AL 62.56	76.64				
	AIR CONDITIONING SPECIALIST (TOTAL SHEET METAL CONTRACT OF \$200,000.00 OR LESS)	2/22/2011	06/30/2011*	H 24.85	10.95	3.03	F -	1.19	0.99	8.00	41.01	N 53.44	N 53.44	65.86				
	METAL DECK & SIDING	8/22/2010	06/30/2011*	H 31.43	13.60	14.26	F -	0.30	-	8.00	59.59	N 75.31	N 75.31	91.02				
	TERRAZZO WORKER	8/22/2010	06/30/2011**	Z 39.30	9.44	11.11	F -	0.55	0.40	7.00	60.80	AM 77.85	AM 77.85	94.89				
	TERRAZZO FINISHER	8/22/2010	06/30/2011**	Z 30.30	9.26	3.86	F -	0.55	0.40	7.00	44.37	AM 58.10	AM 58.10	71.84				
	TILE FINISHER	8/22/2010	03/31/2011*	A 20.74	8.53	3.38	0.70	0.40	0.63	8.00	34.38	44.75	D 44.75	55.12				
	RED CIRCLED FINISHER	8/22/2010	03/31/2011*	A 26.50	8.53	3.61	1.30	0.30	0.53	8.00	40.77	54.02	D 54.02	67.27				
	TILE SETTER	8/22/2010	03/31/2011*	A 36.26	8.53	4.61	2.35	0.59	0.87	8.00	53.21	71.34	D 71.34	89.47				
	WATER WELL DRILLER																	
	DRILLER, PUMP REPAIRMAN	8/22/2007	01/31/2008*	20.17	8.12	3.69	AN 0.80	-	-	8.00	32.78	AO 42.87	AO 42.87	AO 42.87				
	PUMP INSTALLER	8/22/2007	01/31/2008*	17.86	8.12	3.69	AP 0.72	-	-	8.00	30.39	AO 39.32	AO 39.32	AO 39.32				
	HELPER	8/22/2007	01/31/2008*	12.47	8.12	3.69	AQ 0.53	-	-	8.00	24.81	AO 31.04	AO 31.04	AO 31.04				

## CONSTRUCTION CONTRACT

TOWN OF FAIRFAX  
STATE OF CALIFORNIA

\_\_\_\_\_ Project

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , by and between , hereinafter referred to as "CONTRACTOR" and the TOWN OF FAIRFAX, CALIFORNIA, hereinafter referred to as "Town".

### WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, the Town and the CONTRACTOR agree as follows:

1. That the CONTRACTOR will furnish all labor, materials, equipment, tools, transportation, services, appliances, and appurtenances for the construction of the Pastori Avenue Storm Drain Replacement, (sometimes referred to as "the work") in accordance with the Plans and Specifications therefor, adopted by the Town Council of the above Town and in full accord with the provisions of the Federal, State and local codes, including all addenda and approved change orders.

2. That the Town will pay the CONTRACTOR progress payments and the final payment, withholding 10% retention from each payment until after the lien period is over, and less any penalties and charges and in accordance with the method set forth in the Specifications with warrants drawn on the appropriate fund or funds as required, according to the prices as bid and accepted, based upon the Plans and Addenda, as follows:

a. In accordance with California Public Contracts Code '22300, CONTRACTOR shall be permitted to substitute securities for any moneys to be withheld by the Town to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the Town, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the CONTRACTOR. Upon satisfactory completion of this Agreement and the passage of any requisite lien period without the filing of stop payment notices or suit, the securities shall be returned to the CONTRACTOR. Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any

other security mutually agreed to by the CONTRACTOR and the Town. The CONTRACTOR shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

b. The Town shall pay the CONTRACTOR the final payment plus any withheld retentions after the requisite lien period has passed provided: (1) no stop payment notices have been filed; (2) the CONTRACTOR is not in default hereunder; and (3) the work has been satisfactorily completed.

3. CONTRACTOR reserves the right to modify said plans and specifications as the development progresses should unforeseen conditions occur, providing written approval is first obtained from the Town's Engineer and appropriate adjustments are made to the contract price. Town reserves the right to make reasonable modifications to the plans and specifications whenever field conditions and/or public safety require such modifications. In addition, the Town may make changes in this agreement or the plans and specifications in the course of construction to bring the completed work into compliance with environmental requirements or standards established by state or federal statutes and regulations enacted after the agreement has been awarded or entered into. The CONTRACTOR shall be paid for the changes in accordance with paragraph 22.

a. This agreement may be terminated for environmental considerations at the discretion of the Town. Notice of termination of this Agreement shall be given in writing to CONTRACTOR, and shall be sufficient and complete when same is deposited in the United States mail postage prepaid and certified, addressed as set forth in paragraph 35 of this Agreement. The Agreement shall be terminated upon receipt of the Notice of Termination by CONTRACTOR. If Town should terminate this Agreement, the CONTRACTOR shall be compensated for all work satisfactorily performed prior to time of receipt of cancellation notice, and shall be compensated for materials ordered by the CONTRACTOR or his employees, or services of others ordered by the CONTRACTOR or his employees prior to receipt of notice of cancellation whether or not such materials or final instruments of services of others have actually been delivered, provided that the CONTRACTOR or employees are not able to cancel such orders for materials or services of others. Compensation for the CONTRACTOR in the event of cancellation shall be determined by the Public Works Director in accordance with the percentage of project completed and agreed to by the CONTRACTOR. In the event of cancellation, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of the Town's last payment shall be relinquished to the Town. The Town may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

b. CONTRACTOR shall comply with all federal, state and local regulations and laws pertaining to hazardous materials or hazardous substances as those terms are defined by any such law or regulation. CONTRACTOR shall indemnify, hold harmless, release and defend Town, its officers, employees and agents from and against any and all actions, claims, demands, damages, disabilities, losses, costs

of clean-up, remediation and/or expenses, including attorney's fees and other defense costs or liabilities of any nature that may be asserted by any person or entity including CONTRACTOR arising out of or in any way connected with CONTRACTOR's failure to comply with said hazardous substance and/or hazardous materials laws and regulations.

4. The Town's Engineer and inspector shall inspect all of the improvements to be accepted for maintenance by the Town. All improvements shall be inspected for compliance with Town standards, plans, and specifications.
5. CONTRACTOR shall allow Town's duly authorized representatives access to the work at all times and shall furnish them with every reasonable facility for ascertaining that the methods, materials, and workmanship comply with the requirements and intent of the approved plans. Town may reject defective work and require its repair, replacement, or removal by CONTRACTOR, all at the CONTRACTOR'S sole cost.
6. Town shall not be required to exonerate any surety, release any security relating to satisfactory completion of the improvements until acceptance of proposed public improvements by the Town or, in the case of improvements which will not be dedicated to and accepted by Town, until the improvements have passed final inspection by Town. In addition, release of security or exoneration of sureties will be predicated upon the receipt of required maintenance and/or warranty agreements and security therefor.
7. No improvement shall be accepted by the Town unless and until it is free of all liens and encumbrances, and free of all material defects and conditions which may create a hazard to the public health, safety, or welfare. In addition, all properties, rights-of-way, easements, and other interests to be dedicated to the Town shall be, before acceptance thereof by the Town, free and clear of all liens and encumbrances of any kind or character whatsoever and free of any and all material defects and conditions creating a hazard to public health or public safety.
8. Time is of the essence of each and every provision of this Contract.
9. CONTRACTOR will pay, and will require all SUBCONTRACTORS to pay, all workers on the work a salary or wage at least equal to the prevailing rate of per diem wages for such work as set forth in the wage determinations and wage standards applicable to this work, a copy of which is on file with the Town Clerk. A copy of the prevailing rate of per diem wage shall be posted at the job site. CONTRACTOR shall forfeit to the Town, as a penalty, TWENTY-FIVE DOLLARS (\$25.00) for each calendar day or portion thereof for each worker paid (either by CONTRACTOR or any SUBCONTRACTORS) less than the prevailing rate set forth herein on the work provided for in the contract, all in accordance with section 1775 of the Labor Code of the State of California.  
The work covered by this agreement is a "public work" as that term is defined in California Labor Code, Division 2, Part 7, Chapter 1.
10. CONTRACTOR agrees that in the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by CONTRACTOR

hereunder, except as provided in the Labor Code of the State of California. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Section 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the Town as a penalty the sum of TWENTY-FIVE DOLLARS (\$25.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any SUBCONTRACTOR for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article.

11. CONTRACTOR shall comply with applicable provisions of '1777.5 of the Labor Code for all apprenticeable occupations. In the event CONTRACTOR willfully fails to comply with the applicable provisions of '1777.5, CONTRACTOR shall forfeit as a civil penalty the sum of FIFTY DOLLARS (\$50.00) for each calendar day of non-compliance, which money may be withheld by Town pursuant to the provisions of Labor Code '1777.7.

12. CONTRACTOR shall comply with the applicable provisions of '1773.8 of the Labor Code regarding the payment of travel and subsistence payments to each worker necessary to execute the work.

a. It shall be the responsibility of the CONTRACTOR to insure compliance with this section 12(a). Each CONTRACTOR and SUBCONTRACTOR shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR in connection with the work described herein. The CONTRACTOR shall comply with each and every provision of Labor Code Section 1776 pertinent to said records as well as any other records governed by said Section 1776, including, but not limited to, providing copies of payroll records to employees and to the Town, advising the Town of the location of said records, preserving the confidentiality of the identities of individual employees, and complying with the penalty provisions of Section 1776. Specifically, in the event that the CONTRACTOR'S noncompliance with Section 1776 is evident after the ten day period specified in subparagraph (f) of Section 1776, CONTRACTOR shall pay, as a penalty, to the Town \$25 for each calendar day or portion thereof for each worker until strict compliance is effectuated.

13. CONTRACTOR agrees to complete the work within \_\_\_\_\_ ( ) working days from the date of issuance of the Notice to Proceed (or approved extensions thereof) and to the entire satisfaction of the Town before final payment is made. The CONTRACTOR is required to give at least one day's advance notice of the date upon which work is commenced and the date upon which the work is to be completed.

14. It is agreed that CONTRACTOR'S failure to complete the work within the time allowed will result in damages being sustained by the Town. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified, as adjusted in accordance with standard specifications, for completion of the work the CONTRACTOR shall pay to the Town, or

have withheld from monies due it, the sum as stipulated in the special provisions (\$\_\_\_\_\_ per day) as liquidated damages. Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages.

15. CONTRACTOR shall comply with all applicable laws, rules and regulations barring discrimination on the basis of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex.

16. Town may withhold, or on account of later discovered evidence, nullify all or part of any certification made to the CONTRACTOR by the Town as to the amount determined to be due the CONTRACTOR, to such extent and period of time only as may be necessary to protect the Town from loss on account of: defective work not remedied; claims filed or reasonable evidence indicating probable filing; failure to properly pay SUBCONTRACTORS for material or labor; reasonable doubt that the work can be completed for the balance remaining; damage to third parties; and/or damage to property because of any defective works.

17. Town shall have the option to require additional testing. However, in the event the results indicate defective work or materials, CONTRACTOR shall pay the costs of such tests and an appropriate change order shall be issued.

18. A. CONTRACTOR agrees that when work involves digging trenches or other excavations that extend deeper than four feet below the surface, that the CONTRACTOR shall promptly notify the public entity in writing, before conditions are disturbed, of any of the following:

1) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2) Subsurface or latent physical conditions at the site differing from those indicated.

3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. Upon receipt of the notice specified in paragraph 18(A) above, the Town shall promptly investigate the conditions reported, and if the Town finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work, the Town shall issue a change order under the procedures described herein.

C. In the event that a dispute arises between the Town and the CONTRACTOR as to whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for,

performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the CONTRACTOR and Town.

D. CONTRACTOR shall make a diligent visual and, where reasonably indicated, other investigatory and exploratory inspections of the area, property and/or site upon which the work shall be performed. In addition, the CONTRACTOR shall make those investigations and inspections reasonably required of the area surrounding the site on which the work will be performed where that surrounding area may be used by the CONTRACTOR or affected by the CONTRACTOR's work and determine whether or not said surrounding area, as affected by the performance of the work presents a danger or hazard to person or property. If such a danger or hazard is likely to be caused by the performance by the CONTRACTOR of the work, the CONTRACTOR shall take those steps reasonably necessary to eliminate said danger and hazard, to the extent reasonably feasible, and the CONTRACTOR shall indemnify the Town in accordance with paragraph 20, below, for any liability arising from CONTRACTOR's failure to comply with this paragraph or from injury or damage to property or person located in said surrounding area caused by CONTRACTOR's activities hereunder.

19. CONTRACTOR shall, prior to the execution of the contract, furnish two bonds in a form approved by the Town, one in the amount of One Hundred Percent (100%) of the contract price to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the contract price to guarantee payment of all claims for labor and materials furnished. The surety for such security shall be currently admitted to transact surety insurance by the California Department of Insurance and shall carry a Best's rating of no less than A+. This contract shall not become effective until such bonds are supplied to and approved by the Town.

20. To the extent permitted by law, CONTRACTOR shall indemnify, hold harmless, release and defend Town, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, failure to comply with any current or prospective laws, expenses including attorney's fees and other defense costs or liabilities of any nature that may be asserted by any person or entity including CONTRACTOR from any cause whatsoever including another's concurrent negligence arising out of or in any way connected with the activities of CONTRACTOR, his SUBCONTRACTOR, employees and agents hereunder and regardless of Town's passive negligence. CONTRACTOR shall be solely responsible and save Town harmless from all matters relative to payment of his employees including compliance with Social Security, withholding, etc.

This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONTRACTOR under Worker's Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this agreement, or the terms, applicability or limitations of any insurance held by CONTRACTOR.

21. CONTRACTOR shall obtain insurance acceptable to the Town in a company or companies acceptable to the Town and with a Best Rating of no less than A:XIII. The required documentation of such insurance shall be furnished to the Town at the time CONTRACTOR returns the executed contract. The proper insurance shall be provided within ten (10) days of the date of mailing of the notice that the contract has been awarded and prior to the Town executing the contract and issuing a notice to proceed. The CONTRACTOR shall not commence work nor shall s/he allow his employees or SUBCONTRACTORS or anyone to commence work until all insurance required hereunder has been submitted and approved and a notice to proceed has been issued.

Without limiting CONTRACTOR'S indemnification provided hereunder, CONTRACTOR shall take out and maintain at all times during the life of this contract, up to the date of acceptance of the work by the Town, the following policies of insurance:

a. Worker's Compensation insurance to cover its employees and the CONTRACTOR shall require all SUBCONTRACTORS similarly to provide Worker's Compensation insurance as required by the Labor Code of the State of California for all of the SUBCONTRACTOR'S employees. All Worker's Compensation policies shall be endorsed with the provision that it will not be canceled without first giving thirty (30) days prior notice to the Town.

In the event any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation Statutes, the CONTRACTOR shall provide, and shall cause all SUBCONTRACTORS to provide, adequate and suitable insurance for the protection of its employees not otherwise protected. Such policy must be acceptable to Town and shall provide that it will not be canceled without first giving thirty (30) days notice to Town.

CONTRACTOR'S worker's compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the TOWN OF FAIRFAX, its officers and employees when acting within the scope of their appointment or employment."

b. Commercial General Liability and Automobile Liability insurance coverage which shall be at least as broad as:

(1) Insurance Services Office Commercial Liability coverage (occurrence form CG 00 01 11 88).

(2) Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, code 1 (any auto).

(3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

CONTRACTOR shall maintain insurance limits no less than:

(1) General Liability: \$2,000,000 per occurrence for bodily injury, personal and property damage. If Commercial General Liability Insurance or other form with a general aggregate is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Completed operations and product liability insurance shall continue for not less than 365 days following acceptance of the work by the Town. Each Policy required herein shall be endorsed with the following language:

(1) The TOWN OF FAIRFAX, its officers, officials, employees, agents and volunteers are named as additional insureds for all liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR and; with respect to liability arising out of the work or operations by or on behalf of the named insured, including materials, parts or equipment furnished in connection with such work or operations, and this policy protects the additional insured, its officers, agents and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

(3) The insurance provided herein is primary as respects the Town, its officers, officials, employees, agents and volunteers, and no insurance held or owned by the TOWN OF FAIRFAX shall be called upon to contribute to a loss.

(4) The coverage provided by this policy shall not be canceled without thirty (30) days prior written notice given to the Town by certified mail, return receipt requested.

(5) This policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support.

CONTRACTOR shall furnish the Town with original certificates and amendatory endorsements effecting coverage required by this clause. The certificates and endorsements shall be on the TOWN OF FAIRFAX forms attached hereto as Exhibits "A", "B", "C", and "D", properly executed by the authorized agent and the insurance company(ies). All certificates and endorsements are to be received and approved by the Town before work

commences. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

c. To the extent the following described damage is not covered by insurance, the CONTRACTOR shall be responsible for the cost of repairing or restoring damage to the work ("the costs"), which damage occurs prior to acceptance of the work by the Town and the damage is determined to be proximately caused by an act of God.

(1) Notwithstanding anything to the contrary stated herein, if said act of God constitutes an earthquake in excess of a magnitude of 3.5 on the Richter Scale and/or tidal waves, the CONTRACTOR shall be responsible for the costs in the amount of 5% of the amount paid to the CONTRACTOR hereunder.

(2) Subparagraph c(1) shall not be applicable if the work paid for by this agreement is financed by revenue bonds.

d. In the event the work involves the construction of a building, bridge or other structure, Builder's Risk "All Risk" completed value insurance coverage (including flood but unless otherwise specified in the bid documents excluding earthquake and tidal wave) upon the entire project and including completed work and work in progress shall be obtained and maintained by CONTRACTOR throughout the term of this Agreement. The TOWN OF FAIRFAX shall be named as an additional insured. The policy shall be endorsed to provide that it will not be canceled without giving thirty (30) days prior written notice to Town by mail. Evidence of said insurance shall be provided to the Town as a condition precedent to the effectiveness of this Agreement.

e. Any deductible or self-insured retentions must be declared to and approved by Town. At the option of Town insurer shall reduce or eliminate such deductible or self-insured retention as respects Town, its officers and employees or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation, claims, administration and defense expenses.

22. Only the Public Works Director has the authority to allow changed or extra work which will result in additional cost to Town. Any work done without proper authorization shall not render Town liable to CONTRACTOR and CONTRACTOR shall not be entitled to any payment whether by means of restitution, quantum meruit or otherwise. In the event extra or changed work is duly authorized by the Town, but agreement regarding payment is not reached with the CONTRACTOR, the Town can, at its discretion, order CONTRACTOR to proceed with the work and CONTRACTOR shall proceed with work subject to resolution of the dispute at a later date. In the event Specifications or other documents are incorporated into this agreement which provide for procedures pertinent to changed or extra work, those other documents shall control.

23. In the event that the work is not completed to the satisfaction of Town within the time specified by this agreement, Town, in addition to any other remedy at law or equity, may complete such work with its own forces or by contract. By execution of this agreement, CONTRACTOR grants Town permission to enter onto the subject property as may be necessary or convenient to construct such improvements. In the event of such default, CONTRACTOR, the surety and any person, firm, partnership, entity, corporation or association claiming any interest in the real property hereinabove described and each of them shall totally reimburse Town for its entire cost and expense (including attorneys' fees and costs) including interest thereon at the maximum rate allowed by law from the date of notification of such cost and expense until paid. Such obligation for reimbursement shall be unlimited by the amount of the estimates set forth in or by such security as may have been provided to Town in connection with this agreement. Such amounts and interest accrued thereon shall constitute a lien on the subject property and shall not be reimbursable to the CONTRACTOR under any agreement between the CONTRACTOR and Town. CONTRACTOR acknowledges and agrees that if the improvements are not completed to the satisfaction of the Town within the time specified by this agreement, the Town, in addition to any other remedy at law or equity or provided in this agreement, may withhold occupancy, building, and zoning permits until the work and improvements have been satisfactorily completed.

24. Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this contract by the Town or the public shall constitute an acceptance of work not done in accordance with the contract or relieve the CONTRACTOR of liability in respect to any warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly remedy any defects in the work and materials and pay for the costs of any damages resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Town will give notice of defective materials and work with reasonable promptness. Before requesting acceptance of the project, the CONTRACTOR shall execute the attached guarantee that all work shall be free from defects in material and workmanship for a period of at least one year after acceptance of the work. CONTRACTOR shall also post a guarantee bond or security in an amount of not less than 10% of the contract amount assuring corrective work required during the guarantee period. For purposes of determining the amount of the guarantee bond, "contract amount" shall mean the entire amount paid by the Town to the CONTRACTOR under this agreement, including but not limited to, the bid amount and any change orders.

25. No material, supplies, or equipment to be installed or furnished under this contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The CONTRACTOR shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Town free from any claims, liens, or charges. Neither the CONTRACTOR nor any person, firm or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under

any bond given by the CONTRACTOR for their protection or any rights under any law permitting such persons to look to funds due the CONTRACTOR in the hands of the Town. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

26. In order to minimize traffic hazards and public nuisance arising out of CONTRACTOR'S work, CONTRACTOR shall ensure that adjacent properties and improved surfaces of surrounding streets stay free and clear of silt, tracked mud, dust, etc., coming from or any way related to CONTRACTOR'S work. In the event CONTRACTOR fails to comply with this condition, CONTRACTOR grants Town the rights to take or cause to be taken, without prior notice to CONTRACTOR, immediate corrective action, including, without limitation, utilizing CONTRACTOR'S cash deposit posted as specified above.

27. The CONTRACTOR shall be solely responsible and save Town harmless for all matters relating to the payment of his/her employees, including compliance with social security withholding and all other regulations governing such matters.

28. This Contract by reference includes the Notice Inviting Bids, Bidder's Proposal, Affidavits, Bonds, Insurance Certificates, Guarantee, Plans, Special Provisions, Technical Specifications, and Addenda if any, and all items defined under the term "Contract" in the Special Provisions, and all as filed in the Public Works Director's File No. STPL 5277 (014). All documents forming the complete contract are intended to integrate so that any condition or work called for in and one and not mentioned in another shall be executed as if mentioned in all documents and set forth in the drawings. In addition, the terms of the none [additional documents not mentioned above] are incorporated in this contract. However, in the event of any inconsistencies between such other documents and provisions of this contract, the provisions of this contract shall prevail.

29. CONTRACTOR or its SUBCONTRACTOR(S) offers and agrees to assign to the TOWN OF FAIRFAX 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 this Contract or any subcontract. This assignment shall be made and become effective at the time the TOWN OF FAIRFAX tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

30. Any bidder or CONTRACTOR not properly licensed with the State of California shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the CONTRACTORS' State License Board.

31. Pre-Litigation Meet and Confer and Claims Procedures.

(a) All claims shall be in writing, addressed and delivered as per paragraph 35, and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. The claims procedures set forth herein are supplementary to other claims procedures provided for herein (e.g.,

change orders), but in terms of preserving the CONTRACTOR'S rights to pursue any claims by litigation, CONTRACTOR must comply with these claim procedures described in this paragraph 31 or CONTRACTOR shall be deemed to have conclusively waived and abandoned his/her/its rights to pursue any claim for which these procedures were not followed.

(b) "Claim" means a separate demand by the CONTRACTOR for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the CONTRACTOR pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the Town.

(c) For claims of less than \$50,000, the Town shall respond in writing to a claim within 45 days of the receipt of the claim, or may request in writing, within 30 days of the receipt of a claim, any additional documents supporting the claim or relating to defenses or claims the Town may have against the CONTRACTOR. The CONTRACTOR shall supply the requested documentation within 15 days of the request therefor. The Town's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within 15 days after receipt of the further documentation.

(d) For claims above \$50,000 and up to \$375,000, the Town shall respond in writing to all written claims within 60 days of receipt of the claim, or may request in writing within 30 days of receipt of the claim, any additional documentation needed to support the claim or relating to any defenses or claims the Town may have against the CONTRACTOR. The CONTRACTOR shall deliver the requested documentation to the Town within 30 days after the receipt of the request therefor. The Town's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within 30 days after receipt of the further documentation.

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

(i) If the meet and confer process does not produce an agreement, the CONTRACTOR may file a claim in accordance with Public Contracts Code 20104.2(e).

32. This Agreement shall inure to the benefit of, and be binding upon, the successors in interest, legal representatives, trustees, and permitted assigns of either party.

33. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to included terms and a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure, section 1856. No modification hereof shall be effective unless and until such modification is evidenced by a writing signed by all parties to this Agreement.

34. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. After receipt of a demand for assurance, either party's failure to provide within a reasonable time but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances is a repudiation of this Agreement by that party. Acceptance of any improper delivery of service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

35. All notices permitted or required hereunder shall be addressed as follows and shall be deemed delivered upon the posting the notice first class, U.S. mail, postage prepaid:

If to the Town:  
TOWN MANAGER  
TOWN OF FAIRFAX  
142 BOLINAS ROAD  
FAIRFAX, CA 94930

If to the CONTRACTOR:

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

36. This Agreement shall be construed in accordance with the law of the State of California.  
Venue shall be in the County of Marin.

IN WITNESS WHEREOF, the said CONTRACTOR and the Mayor and Town Clerk of the Town, by Resolution No. \_\_\_\_\_, of the Town Council of said Town thereunder duly authorized, have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first written above.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. CONTRACTOR REPRESENTS THAT S/HE HAS THE FOLLOWING CLASSIFICATION OF LICENSE AS REQUIRED FOR THIS

WORK: \_\_\_\_\_ . ANY QUESTIONS CONCERNING A CONTRACTOR MAY  
BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS:

CONTRACTORS' STATE LICENSE BOARD  
9835 GOETHE ROAD  
SACRAMENTO, CA 95826

MAILING ADDRESS:  
P.O. BOX 26000  
SACRAMENTO, CA 95826

CONTRACTOR

\_\_\_\_\_  
(State License No.)

(Notary Acknowledgment)

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

TOWN OF FAIRFAX, A Public Corporation

By , Mayor \_\_\_\_\_

By , Clerk \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Town Attorney

Attachments: Exhibits "A", "B", "C" and "D"  
Performance and L & M Bonds (Construction)  
Guarantee

(On Surety Letterhead)

**PERFORMANCE BOND**

TOWN OF FAIRFAX  
STATE OF CALIFORNIA

\_\_\_\_\_ Project

WHEREAS, the TOWN OF FAIRFAX (hereinafter designated as "Town"), State of California, and \_\_\_\_\_ hereinafter designated as "Principal"), have entered into an agreement whereby Principal agrees to complete improvements specified in the Agreement and all documents forming the complete contract, which said agreement dated \_\_\_\_\_, and identified as "Pastori Avenue Storm Drain Replacement", are referred to and made a part hereof; And

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

NOW, THEREFORE, we the Principal, and \_\_\_\_\_, as surety, are held and firmly bound unto the Town in the penal sum of \$ \_\_\_\_\_, lawful money of the United States, being not less than one hundred (100%) percent of the estimated contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his/hers/its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Town, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Town in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anyway effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on \_\_\_\_\_.

NOTE: To be signed by Principal and Surety and acknowledgment and notarial seal for both attached.

(SEAL)

PRINCIPAL

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

Title: \_\_\_\_\_

SURETY

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

Title: \_\_\_\_\_

It has been confirmed that the Surety is admitted by the Department of Insurance to transact business in the State of California and has a Best's rating of at least A+.

The above bond is accepted and approved this day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Attorney for the  
TOWN OF FAIRFAX

**DEFECTIVE MATERIAL & WORKMANSHIP BOND  
(CONSTRUCTION)**

TOWN OF FAIRFAX  
STATE OF CALIFORNIA

\_\_\_\_\_ Project

KNOW ALL PERSONS BY THESE PRESENTS, that the TOWN OF FAIRFAX ("Town") a municipal corporation located in the County of Marin, State of California, has awarded a contract to and has entered into an agreement with , hereinafter designated as "Principal" whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled " \_\_\_\_\_ ", which said agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, to protect the Town against the results of defective materials or workmanship for a period of 1 year after completion and acceptance.

NOW, THEREFORE, we the Principal and \_\_\_\_\_ , as surety, are held and firmly bound unto the TOWN OF FAIRFAX in the sum of \$ \_\_\_\_\_, lawful money of the United States, being not less than ten (10%) percent of the estimated contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said work is found to contain defects in material or workmanship within a period of 1 year from the date of completion and acceptance and the Principal, his/her/its heirs, executors, administrators, successors or assigns, shall fail to correct such defects, then said Surety will pay the cost for correction of any defects in material or workmanship which appear within said 1 year in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this day of , 20 , the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal  
and Surety and acknowledgment  
and notarial seal attached.

(SEAL)

PRINCIPAL

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

Title:

SURETY

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

Title:

The above bond is accepted and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Attorney for the TOWN OF FAIRFAX

(On Surety Letterhead)

**LABOR AND MATERIALS BOND  
(CONSTRUCTION)**

TOWN OF FAIRFAX  
STATE OF CALIFORNIA

\_\_\_\_\_ Project

KNOW ALL PERSONS BY THESE PRESENTS, that the TOWN OF FAIRFAX ("Town") a municipal corporation located in the County of Marin, State of California, by Resolution No. , has awarded a contract to and has entered into an agreement with \_\_\_\_\_, hereinafter esignated as "Principal" whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled " \_\_\_\_\_ ", which said agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, provided that if said Principal, or any of his/her/its contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, we the Principal and \_\_\_\_\_, as surety, are held and firmly bound unto the TOWN OF FAIRFAX in the penal sum of \$ \_\_\_\_\_, lawful money of the United States, being not less than one hundred (100%) percent of the estimated contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her/its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay any of the persons named in Section 3181 of the Civil Code, or to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

AS FURTHER TERMS OF THIS BOND, IT IS UNDERSTOOD AS FOLLOWS:

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

2. This bond is given to comply with the provisions of Chapter 7, Part 4, Division 3, of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Chapter, all acts amendatory thereof, and all other statutes referred to therein.

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal and Surety and acknowledgment and notarial seal attached.

(SEAL)

PRINCIPAL

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

Title: \_\_\_\_\_

SURETY

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

Title: \_\_\_\_\_

It has been confirmed that Surety is admitted by the Department of Insurance to transact business in the State of California and has a Best's rating of at least A+.

The above bond is accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Attorney for the TOWN OF FAIRFAX