

CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS  
FOR

**JEFFERSON BL. TRAFFIC SIGNAL COMMUNICATION  
IMPROVEMENT PROJECT**



CITY OF CULVER CITY

BID NO. #2222

**Public Works Department**  
City of Culver City  
9770 Culver Boulevard  
Culver City, CA 90232-0507  
(310) 253-5600

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NOT FOR BIDDING

NOT FOR BIDDING

NOTICE INVITING BIDS

**CITY OF CULVER CITY  
NOTICE INVITING SEALED BIDS  
FOR  
JEFFERSON BL. TRAFFIC SIGNAL COMMUNICATION IMPROVEMENT PROJECT**

**BID NO. #2222**

**1. ANNOUNCEMENT**

Notice is hereby given that electronic bids will be accepted by Culver City PlanetBids, for furnishing all labor, services, materials, and equipment, and performing all work to provide for a complete and acceptable project for:

**JEFFERSON BL. TRAFFIC SIGNAL COMMUNICATION IMPROVEMENT PROJECT, BID NO. #2222**

In the City of Culver City and in strict accordance with the plans and specifications in the Office of the Public Works Director and City Engineer of the City of Culver City, 9770 Culver Boulevard, Culver City, CA. 90232.

**2. DESCRIPTION OF WORK:**

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required in the specifications and contract documents, for the following project: **"JEFFERSON BL. TRAFFIC SIGNAL COMMUNICATION IMPROVEMENT PROJECT"**.

**3. COMPLETION OF WORK:**

All work to be done under this contract shall be completed within **Forty (40) working days**, beginning on the date stipulated in the written "Notice to Proceed" issued by the City Engineer.

**4. BIDDING PROCEDURES**

All bids and bidding procedures must comply with the "Instruction to Bidders", Section B of the Bid Documents.

**5. SUBMISSION OF BIDS**

Bid's must be submitted electronically through [Culver City PlanetBids](#), by or before 3:00 p.m. (PST) on or **12/2/2021**. ("Bid Deadline").

The electronic procurement system will not accept any Bid's after the Deadline. Only a Proposal submitted electronically through Culver City's PlanetBids will be considered for evaluation. No separate hardcopy materials will be accepted by the City.

**6. BID SECURITY**

Each Bidder shall submit a form of Bid Guaranty such as a money order, a cashier's check, certified check, cash, or surety bond for the sum of ten percent (10%) of the total amount of the bid and made payable to the City of Culver City as a guaranty that the Bidder, if its bid is accepted, will enter into a satisfactory contract and furnish a bond for the faithful performance thereof, and for the payment of labor and materials costs, and insurance in accordance with the requirements of the contract documents.

Bid security must be submitted electronically through [CulverCity PlanetBids](#) along with the bid proposal.

**7. BID DOCUMENTS**

A copy of the plans and specifications shall be available on [Culver City PlanetBids](#).

**8. PRE-BID CONFERENCE** (non-mandatory)

A non-mandatory pre-bid conference will be held online on November 11, 2021 at 10 am. To participate in the pre-bid conference, please send an email to [hong.wang@culvercity.org](mailto:hong.wang@culvercity.org)

**9. FORM AND STYLE OF BIDS**

Bids must be prepared on the forms provided with the BID DOCUMENTS and must be in compliance with the INSTRUCTIONS TO BIDDERS. Bidders shall not change the wording of the forms provided, except as required by Addendum.

**10. QUESTIONS/REQUESTS FOR INTERPRETATION**

Questions with regards to this bid should be submitted through [Culver City PlanetBids](#) by Thursday, November 18, 2021. All firms registered for the bid will receive responses to all questions and any other addenda that may be released, electronically by Monday, November 22, 2021 or sooner.

**11. RIGHT TO REJECT BIDS**

The Owner reserves the right to reject any or all bids as the best interests of the Owner may dictate. Bidders are referred to Section B-18 of the "INSTRUCTIONS TO BIDDERS," for additional qualification requirements.

**12. WAGE RATES**

This is a federally assisted constructed contract. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wage rates, the higher of the two will prevail.

The Contractor's duty to pay state prevailing wages can be found under Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in Labor Sections 1775 and 1777.7.

Copies of the current prevailing rate of per diem wages are included in the Specifications. Said prevailing wage rates is available at <http://www.wdol.gov> and attached Appendix III.

**13. CONTRACTOR'S LICENSE**

All bidders shall be licensed under provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. In accordance with provisions of California Public Contract Code Section 3300, the Owner has determined that the Contractor shall possess a valid Class "A" or "C-10" License at the time that the bid is submitted. Failure to possess the specified license shall render the bid as non-responsive.

BY ORDER OF THE COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA

By: \_\_\_\_\_  
City Clerk

--End of Section A--

INSTRUCTIONS TO BIDDERS

NOT FOR BIDDING

## SECTION B - INSTRUCTIONS TO BIDDERS

## a) DEFINITIONS

Alternate Bid

"Alternate Bid" shall mean an amount stated in the Bid as set forth in the supplementary bid forms, to be added to or deducted from the Total Base Bid, if the corresponding substitution or change in the Work, materials or other items as described in the Bid Documents, is accepted by Owner.

Total Base Bid

"Total Base Bid" shall mean the sum stated in the Total Base Bid Form for which the Bidder offers to perform the Work described in the Bidding Documents. The Total Base Bid is the base to which work, materials, or other items may be added to or from which work, materials, or other items may be deleted, for sums stated in the Alternate Bid form.

Bid Date

"Bid Date" shall mean the deadline (including date and time) set forth in the Notice Inviting Bids accompany these Instructions.

Bid Form

"Bid Forms" shall mean the Total Base Bid Form, the Supplementary Bid Forms, and other additions attached hereto, all of which constitute part of the Bid Documents.

Bid Documents

"Bid Documents" shall mean all documents provided by Owner to Bidder for Bidder's use and consideration in preparation of its Bid. Bidding documents include the Notice Inviting Bids, these Instructions to Bidders and any supplements or additions hereto, the Bid Proposal Form, the Supplementary Bid Forms, the Statement of Contractor's Qualifications, other sample bid and contract forms, the Contract Documents, Drawings, Plans, and Specifications, all documents referenced in the Contract Documents, and all Addenda issued prior to execution of the Contract.

Bidder

"Bidder" shall mean any individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the work, acting directly or through a duly authorized representative.

Sub-bidder

"Sub-bidder" shall mean a person or entity who submits a Bid to a Bidder for materials, equipment or labor (including quantity surveyors) for a portion of the Work and who is identified on the appropriate Supplementary Bid Form.

Contract Documents

"Contract Documents" shall mean all documents executed by Owner and Bidder to evidence their agreements relating to the Work. The Contract Documents include, but are not limited to, the Owner-Contractor Agreement; any supplementary and other conditions or provisions; the Drawings, the Plans, the Specifications and all Addenda issued prior to execution of the Owner-Contractor Agreement; and all modifications thereof.

Unit Price

"Unit Price" shall mean an amount stated in the Supplementary Bid Form as a price unit of measurement for materials, equipment and/or services or a portion of the Work as described in the Bid Documents, and shall include all elements of the described portion of the Work, including materials, labor, overhead and profit.

Work

"Work" shall mean the construction required by the Contract Documents and includes all tools, materials, and labor necessary to produce such construction and all materials and equipment incorporated or to be incorporated in such construction.

## b) BID AND BID FORMS

Owner Supplied Forms

Bid forms (Section C, "Bid Forms") have been provided with this document by the Office of the Public Works Director/City Engineer of the City of Culver City. All bids for this project must be submitted on said original supplied by the Office of the City Engineer of the City of Culver City. Bid forms shall be completely filled out and signed by the Bidder or, if a partnership, by all partners or, if a corporation, by its President, Secretary and Treasurer, in the designated spaces.

Filling-in Forms

All blank spaces for unit prices, extensions and totals must be filled in. Signatures shall be completely and personally executed. If erasures are made, they must be initialed by the Bidder over his signature.

Modifications Prohibited

Bids shall not contain any recapitulation, inserted by the Bidder, of work to be done. Alternative proposals will not be considered unless specifically requested. No oral or telephone modifications will be considered.

Submitting Bids

All bids must be submitted electronically via Culver City PlanetBids. The electronic procurement system will not accept any Bid's after the Deadline. Only a Proposal submitted electronically through Culver City's PlanetBids will be considered for evaluation. No separate hardcopy materials will be accepted by the City.

ALTERNATE BIDS

The Contractor shall complete bid schedules for all Alternate Bids. Failure to complete all bid schedules will be considered a non-responsive bid.

Bids May Be Rejected

Bids may be rejected if there is any alteration of the bid form, additions not called for, conditional bids, qualifying provisions, incomplete entries, or irregularities of any kind. The Owner reserves the right to reject any or all bids.

## c) ADDENDA

## 3.1 Addenda

Addenda for the project will be posted on [Culver City PlanetBids](#).

PlanetBids automatically sends electronic alerts to registered bid holders of addenda notifications.

## 3.2 Acknowledgment of Addenda

Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge its receipt in the Bid Form. Failure to acknowledge all addenda may result the bid proposal being deemed as non-responsive by the City.



## d) INTERPRETATION OF PLANS AND SPECIFICATIONS

If any person contemplating submitting a bid for the project is in doubt as to the meaning of any requirement of plans or specifications or finds any discrepancies in or omissions from the plans or specifications, he may submit Culver City PlanetBids a written request for an interpretation or correction thereof. The person making the request will be responsible for its prompt delivery. Interpretations or corrections will be made by addenda to specifications or by dated revisions of plans with a copy of each addition or change being furnished, through the Public Works Director/City Engineer or Construction Manager, to each known prospective Bidder. Questions concerning the contract form, bonding requirements or similar documents shall be directed to Culver City PlanetBids.

## e) EXAMINATION OF SITE, PLANS, SPECIFICATIONS AND OTHER DOCUMENTS

Each Bidder shall carefully examine the plans, these specifications and the forms for all other contract documents, and shall visit the site of the proposed work to fully inform him/herself of all existing conditions and limitations that may affect the execution and cost of work under the contract. He/She shall include in the individual bid prices the cost of all labor, materials, supplies, overhead and profit for each such bid item. The failure or omission of any Bidder to obtain and examine the plans or specifications, any form, instrument, addendum or any other document, or to visit and acquaint him/herself with conditions at the construction site, shall in no respect relieve him/her from any obligation imposed by his/her bid or by award or execution of the contract. The submission of a bid shall be taken as prima facie evidence that the Bidder has read, understands and agrees to comply with all instructions contained herein.

## f) COMPLETE BIDDING AND CONTRACT DOCUMENTS

A complete set of Bid documents contains the following documents:

1. Notice Inviting Bids, Section A;
2. Instruction to Bidders, Section B;
3. Any or all addenda/addendum;
4. Bid Forms, Section C;
5. Award and Execution of Contract, Section D;
6. Special Provisions, Section E;
7. Technical Specifications, Section F, appendices and appended drawings.

## g) BID GUARANTY

Bid Guaranty Enclosed With Bid

Each bid shall be accompanied by an approved form of Bid Guaranty such as a cashier's check, money order, certified check or cash, or surety bond in favor of the Owner for an amount of at least ten percent (10%) of the amount of the bid as a guaranty that the Bidder will provide bonds and insurance, and enter into a contract with the Owner for construction of the project. No bid shall be considered, unless such Bid Guaranty is enclosed.

In lieu of the foregoing, any bid may be accompanied by a surety bond in said amount, furnished by a surety authorized to do surety business in the State of California, guaranteeing that said bidder will enter into the contract and file the required bonds within the designated period.

Bid security must be submitted electronically through Culver City PlanetBids along with the bid proposal.

Owner to Enforce Bid Guaranty

If within the time frame specified in Section B-18 of these Specifications, the successful bidder fails or neglects to enter into the contract and file the required bonds, the Owner may deposit in its treasury said bid security and not return it to the defaulting bidder.

Bid Guaranty Return

Upon execution of the contract with the successful Bidder, the Bid Guaranties of all Bidders will be returned by the City of Culver City.

h) REJECTION OF BIDS

The Owner reserves the right to reject any or all bids and to waive any apparent clerical errors or discrepancies, or minor informalities if to do so seems to best serve the interests of the Owner.

i) WITHDRAWAL OF BIDS

Any Bidder may withdraw his bid, without obligation, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids, provided that such personal or written request is delivered to the place specified in Section 5 of the "NOTICE INVITING BIDS" for receipt of Bids, prior to the Bid Date.

j) FACSIMILE MODIFICATION OF BIDS

No facsimile modification of bids will be allowed.

k) OPENING OF BIDS

Bid results will be available after the closing on the Culver City Planet Bids portal.

l) BIDDERS INTERESTED IN MORE THAN ONE BID

Bids must be submitted electronically through Culver City PlanetBids. A person, firm or corporation that has submitted a sub proposal to a Bidder or that has quoted prices of materials to a Bidder is not hereby disqualified from submitting a sub proposal or quoting prices to other Bidders.

m) NON-COLLUSION AFFIDAVITS

The Owner requires all Bidders to execute a Non-Collusion Affidavit in the form included in the Bid Documents. The Owner also reserves the right to require that the Bidder shall, before awarding any subcontract, obtain from any or all proposed Subcontractors a Non-Collusion Affidavit in the form included in the Bid Documents.

n) LIST OF SUBCONTRACTORS FILED WITH BID

In accordance with the provisions of the Public Contracts Code of the State of California relating to listing of subcontractors, each Bidder must submit with his bid the name and location of place of business of each proposed Subcontractor who will perform work or labor or render service to the Bidder for the construction of the project covered by the bid, in an amount in excess of one-half of

one percent (0.5%) of the Bidder's bid and shall state the portion of the work which will be done by each Subcontractor.

o) LICENSING OF CONTRACTORS

All Bidders and Subcontractors submitting bids shall be licensed in accordance with the provisions of the Business and Professions Code of the State of California pertaining to the licensing of contractors. The license shall be valid and active at the time of submitting a bid, and remain so throughout the duration of the Contract for the successful bidder and sub-bidders.

p) APPROXIMATE ESTIMATES

The quantities set forth on the bid form, if any, are approximate only, being given as a basis for the comparison of bids; and the Owner does not, expressly or by implication, agree that these will be the final quantities. The Bidder agrees that the Owner will not be responsible if any of said quantities are found to be incorrect; and the Bidder agrees not to make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatement shall be discovered in the estimated quantities, the same shall not invalidate the contract executed pursuant to this bid or release the Bidder from the execution and completion of the whole or part of the work herein specified, in accordance with these specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in the contract executed pursuant to this bid.

q) GENERAL REQUIREMENTS

It is the purpose of the Owner, pursuant to these specifications, to realize work on a project, which is complete in every detail and respect. The Bidder shall furnish all equipment, materials and labor and perform all work required to accomplish this purpose. The Bidder shall not omit any item of work or fail to furnish any element, component or part thereof, whether or not such is specifically called for in the Contract Documents, which is necessary for a satisfactory completion of the project.

r) AWARD OF CONTRACT

The contract will be awarded to the lowest responsible and responsive Bidder. If award is made, it will be based on the lowest responsive and responsible total base bid Contract price. Selection of any or all alternates shall be at the sole discretion of the Owner. The Owner, however, reserves the right to reject any or all bids, and, so far as permitted by law, to waive any informality in the bids received in order to serve the best interests of the Owner. If an award is made, the contract shall be awarded within ninety (90) days after the opening of the bids. Within ten (10) days of the mailing by the Owner of notification of award of contract and the contract form, Bidder shall provide and return to the Owner all required bonds and insurance documents and the executed formal contract. In determining if a Bidder is a responsive bidder, the Owner shall consider the following in addition to other requirements in these bid documents:

- a. Quality of services offered.
- b. Proven capacity of the Bidder to perform the contract or provide the supplies or services required in a timely and competent manner. The evaluation of the Contractor's capacity to perform the contract or provide the supplies or services required in a timely and competent manner shall be based on the information provided by the Contractor in Section C-5 "Declaration of Bidder's Qualifications," as well as other pertinent data available to the Owner.

c. Character, integrity, reputation, judgment, experience and efficiency of the Bidder.

s) BONDS

The successful bidder will be required to file and pay for costs of bonds in the proper sums from a bonding company acceptable to the Owner. Forms for these bonds are included in Section D. The "Labor and Materials Payment Bond" and "Faithful Performance Bond" shall be for one hundred percent (100%) of the contract price (including base bid, adjustments and addenda).

t) INSURANCE CERTIFICATES AND POLICIES

Proof of insurance in an amount required by the Bid Specifications Section D-4 must be provided and endorsed to name: the City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees as additional insured for the particular operations of the insured which affect the Owner.

u) INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense, with legal counsel approved by City) and hold harmless the City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees (hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, reasonable attorneys' fees and judgments arising from or in any manner connected to Contractor's or its employees or agent's acts, errors or omissions related to this Agreement. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify an Indemnitee from any claim arising from the sole negligence, active negligence or willful misconduct of that Indemnitee.

The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by City to Contractor of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of Contractor, City or any Indemnitee.

v) ASSIGNMENT OF CONTRACT RESTRICTED

No assignment by the Bidder of any contract to be entered into in accordance with Notice Inviting Bids and these instructions or any part thereof, or of funds to be received there under, will be recognized by the Owner unless such assignment had prior written approval of the Owner and the surety on all bonds had notice of such assignment in writing and has consented thereto in writing.

In entering into the Contract or any Subcontract for the Project, the Contractor and Subcontractor offer and agree to assign to the Owner all right, title and interest in and to all causes of action they 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 the Contract or any Subcontract. This assignment shall be deemed made and effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

w) SHORING

Pursuant to the provisions of the California Labor Code Section 6707, each bid submitted in response to this Invitation to Bid shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its action does not convey tort liability to the Owner, the Engineer, the Construction Manager, and their employees, agents and subconsultants.

x) OTHER PERMITS, FEES AND LICENSES

The Contractor shall, prior to the start of construction, obtain, pay, and comply with all necessary permits as required as the result of its work, including but not limited to the permit(s) described herein and as attached in the appendix, if any.

In addition to the requirements above noted, the Contractor **shall obtain a valid City of Culver City business license** after the contract is awarded by the City which is required in order to prepare the contract agreement. The fee for said business license shall be based upon the total amount bid for the contract. Amount of fee may be obtained from the City of Culver City, Finance Department, Treasury Division at (310) 253-5870.

-- End of Section --

NOT FOR BIDDING

SECTION C

SECTION C

BID FORMS

NOT FOR BIDDING

**BID FORM**

**FIRM  
NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**FAX NUMBER** \_\_\_\_\_

FOR

**JEFFERSON BL. TRAFFIC SIGNAL COMMUNICATION IMPROVEMENT PROJECT**

FOR

**CITY OF CULVER CITY  
CULVER CITY, CALIFORNIA**

**BID NO. #2222**

**1 TOTAL BID BASE FORM**

**TO THE HONORABLE CITY COUNCIL  
CITY OF CULVER CITY, CALIFORNIA**

This Bid is submitted in accordance with the advertised "Notice Inviting Bids" requesting sealed bids for furnishing all labor, services, materials and equipment and performing all work necessary for: **Jefferson Bl. Traffic Signal Communication Improvement Project.**

Having carefully examined the location of the proposed work and the Bid Documents for same and read the accompanying proposed requirements, and attended the pre-bid conference, the undersigned Bidder hereby proposes and agrees to enter into a contract to furnish all equipment, materials and labor necessary to complete all work described in the Bid Documents for the project under the supervision of the City Engineer of the City of Culver City for the sum set forth in the following schedule **Jefferson Bl. Traffic Signal Communication Improvement Project.**

The undersigned further agrees, in case of award, to execute the contract for the within described work and improvements, within ten (10) days following written notice of award of contract. All work to be done under this contract shall be completed within **Forty (40) working days**, beginning on the date stipulated in the written Notice to Proceed issued by the City Engineer.

Liquidated damages of **\$1000** per calendar day shall be assessed based upon the applicable number of days noted above. The Contract Time shall commence on the date the Contractor actually commences the Work or on the tenth (10th) day after the issuance of the Notice to Proceed, whichever comes first. The Contractor shall retain the right to fully complete (including Final Completion, Punch List Correction and project Close-Out) the Work in less days than established by above, however, neither shall a reduction or increase to the Contract Sum be made, if the Work is so fully completed in less days than established by this Section C-1, nor shall a Claim be made

or granted for Compensable Delay, or any other increase in Contract Sum, if, for any reason, including but not limited to delay caused by the Owner, the Contractor does not so fully complete the Work in less days than established herein.

(NOTE: All amounts and totals given in the Bid Schedule are subject to verification by the Owner.)

## TOTAL BID SCHEDULE

### Jefferson Bl. Traffic Signal Communication Improvement Project.

ITEM NO.	DESCRIPTION: TRAFFIC SIGNAL MODIFICATION AT THE FOLLOWING INTERSECTIONS:	ESTIMATED QTY	UNIT	Unit Cost	TOTAL
1	Mobilization	1	LS	\$	\$
2	Traffic Control	1	LS	\$	\$
3	Furnish and Install 3" Schedule 80 PVC Conduit	450	LF	\$	\$
4	Furnish and Install 12 SMFO Drop Cable w/ #10 Trace Wire	2300	LF	\$	\$
5	Furnish and Install Splice Enclosure (splice per fiber assignment schematics in plan set)	7	EA	\$	\$
6	Furnish and Install Fiber Patch Panel, SFP's, Patch Cables, etc	3	EA	\$	\$
7	Comm Integration and Fiber Testing and	1	LS	\$	\$
TOTAL BID IN FIGURES (Bid Item No. 1-7):					\$
TOTAL BID IN WORDS (Bid Item No. 1-7):					

The contract award will be based on the Total Bid Amount.

The undersigned has carefully checked the above figures and understands that the City, or any officer thereof, will not be responsible for any errors or omissions on the part of the undersigned in submitting this bid. In case of a discrepancy between words and figures, the figures shall prevail, and in case of a discrepancy between

Payment for all work on the above items shall be made subject to verification in the field of the actual quantity of work performed.

Exclusions: Includes everything necessary to complete the project with the following exceptions only:

\_\_\_\_\_

\_\_\_\_\_



## 2 RECEIPT AND ACKNOWLEDGMENT OF ADDENDUM

We acknowledge that the following addenda numbers have been received and have been examined as part of the Contract Documents. Failure to acknowledge any or all addenda or addendum may result the bid proposal being deemed as non-responsive by the City.

Addenda Number	Date Received	Initials

## 3 CERTIFICATION

The undersigned Bidder certifies that:

1. Bidder has, by investigation of the site of the work and otherwise, understands the nature and location of the work and has fully informed the Owner as to all conditions and matters, which can in any way affect the work or cost thereof.
2. Bidder will cooperate fully with the Owner to ensure the Owner's best interests are protected and the work expedited to completion. In the event of any disagreement, the City Engineer shall fully review the matter and provide a determination. His judgment shall be final and binding upon all parties concerned.
1. Where demolition is necessary for the project described herein, the successfully awarded Contractor shall conform with the South Coast Air Quality Management District (S.C.A.Q.M.D.) Rule 1403, as amended. The Contractor shall mail the Rule 1403 Notification within five (5) calendar days after the Notice to Commence Work is mailed by the Owner. Once the S.C.A.Q.M.D Rule 1403 Notification has been post marked and mailed, the Contractor shall begin work no later than fifteen (15) calendar days after the mailing date. The duration set for the completion of this project will begin on the date work actually commences by the Contractor. In any case, the work shall not begin later than twenty (20) days after the date in which the Owner mailed the Notification to Commence Work.
2. All bonds, certificates, endorsement forms shall be submitted at the time of the execution of the contract.

THE UNDERSIGNED BIDDER IS AWARE OF THE FACT THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS BUT THAT IF A BID IS ACCEPTED, THE CONTRACT WILL BE AWARDED TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER.

## 4 BIDDER INFORMATION

Name of Individual Bidder: \_\_\_\_\_

Bid Prepared By: \_\_\_\_\_

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

\_\_\_\_\_

Business Telephone Number: \_\_\_\_\_

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

Contractor License No: \_\_\_\_\_ Class: \_\_\_\_\_

OR:

Name of Partnership Bidder: \_\_\_\_\_

Bid Prepared By: \_\_\_\_\_

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

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

Business Telephone Number: \_\_\_\_\_

List Names and Business addresses of All Partners Below

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

If the Bidder is a Corporation, list corporate information below:

Name of Corporate Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of President of Corporation)

By: \_\_\_\_\_  
(Signature of Secretary of Corporation)

By: \_\_\_\_\_  
(Signature of Treasurer of Corporation)

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

\_\_\_\_\_

Business Telephone Number: \_\_\_\_\_

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

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

Contractor License No: \_\_\_\_\_ Class: \_\_\_\_\_

## 5 DECLARATION OF BIDDER'S QUALIFICATIONS

Each Bidder must be properly licensed and must submit the following information on this form. If necessary, include supplemental information as a separate package. All information submitted for qualification evaluation will be considered official information acquired in confidence and the Owner will maintain its confidentiality to the extent permitted by law.

See Technical Provisions (Section F) of this specification for additional qualification and experience documentation, which is required to submit with the bid package for sewer lining products and installer's experience requirements.

5.1 Authorization and Declaration

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Owner or their designated representative in verification of the recitals comprising this Declaration of Bidder's Qualifications. The undersigned declares under penalty of perjury that all of the qualification information submitted with this form is true and correct and that this Declaration was executed in

\_\_\_\_\_  
(City, County) of California, on \_\_\_\_\_ (Date).

Signature: \_\_\_\_\_

Title (Printed): \_\_\_\_\_

5.2 Business Name, Address, Telephone Numbers (if different than Section C-4)

\_\_\_\_\_  
Business Name: \_\_\_\_\_

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

Business Telephone & Fax Numbers: \_\_\_\_\_

\_\_\_\_\_

5.3 License

Bidders must be licenses in the State of California as **"A" or "C-10" Contractor**.

Complete the information requested below.

License Number	Class	Date Issued	Expiration Date
----------------	-------	-------------	-----------------

License Number	Class	Date Issued	Expiration Date
----------------	-------	-------------	-----------------

License Number	Class	Date Issued	Expiration Date
----------------	-------	-------------	-----------------

#### 5.4 Surety

- A. Indicate the names of all surety companies utilized by Bidder in last five (5) years and state if the Surety(ies) bonding the Bidder's jobs have had to complete any part of Bidder's Contract (attach separate sheet if necessary).

Surety Name & Address	Period Covered
-----------------------	----------------

Jobs Completed by Surety
--------------------------

Surety Name & Address	Period Covered
-----------------------	----------------

Jobs Completed by Surety
--------------------------

- B. If a Bid Guaranty (Section C-7) is provided in lieu of a Bid Bond (Section C-6), the Bidder shall attach a notarized statement from Surety(ies) proposed to be utilized on the project, indicating Bidder's total bonding capacity and certifying that: (1) currently available bonding capacity exceeds **\$ 100,000** and (2) Surety(ies) will provide bonding in the event that Bidder is awarded the project.

- C. Indicate below that the surety is licensed and admitted as a surety insurer in the State of California

Surety Name and Address
-------------------------

Licensed & Admitted in CA (Y/N)
------------------------------------

Surety Name and Address
-------------------------

Licensed & Admitted in CA (Y/N)
------------------------------------

Surety Name and Address
-------------------------

Licensed & Admitted in CA (Y/N)
------------------------------------

- D. Indicate below those projects with disputed amounts in excess of \$50,000 or portions of any such project, which have been terminated by an Owner, Owner's representative, or other contracting party and which required completion by another party in the last five (5) years. State the project Name, Location, Owner,

with address and phone number, contract amount, and reason for disputed amount or termination (attach separate sheet if necessary.)

\_\_\_\_\_  
Project Name and Location

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Contract Value

\_\_\_\_\_  
Reasons for Disputed Amount or Termination

\_\_\_\_\_  
Disputed Amount

#### 5.5 Insurance

- A. Provide a notarized statement from the Worker's Compensation carrier specifying Contractor's current Experience Modification Rate for Worker's Compensation for the State of California. In addition, provide a list of the above referenced ratings and corresponding company for the last three (3) years.
- B. Provide statement from insurance carrier indicating that the minimum scope and limits of insurance will be provided as required in Section D-4 of this document.
- C. Indicate below that the surety is licensed and admitted as a surety insurer in the State of California.

\_\_\_\_\_  
Ins. Co. Name and Address

\_\_\_\_\_  
Licensed & Admitted in CA/Y/N

\_\_\_\_\_  
Ins. Co. Name and Address

\_\_\_\_\_  
Licensed & Admitted in CA/Y/N

#### 5.6 Construction Experience

Furnish a list of at least three **(3) similar projects completed** in the past five (5) years, for which construction costs exceeded **\$ 100,000** for each project, two (2) of which must have been built in the State of California. Provide the following information for each project on the attached form. **Failure to meet the minimum requirements of the Contractor's Construction Experience of related projects and submit by the bid date will result in the bid to be deemed non-responsive.** Copy additional forms as required.

*i* Project name and location

- ii Contact name, address and telephone number for Owner & Architect/Engineer
- iii Base and final contract amounts
- iv Type of project and major project components. Provide approximate percent of construction cost associated with each construction component.
- v Date project was completed (i.e., date of filing of Notice of Completion, etc.).
- vi Indicate completion rate of projects by showing initial contract time, time extensions, and number of days that project was completed early or late, all expressed in calendar days.

#### SIMILAR PROJECTS FOR LAST FIVE (5) YEARS

1. \_\_\_\_\_  
 Project Name and Location  
 \_\_\_\_\_  
 Owner \_\_\_\_\_ Architect/Engineer \_\_\_\_\_  
 \_\_\_\_\_  
 Address and telephone \_\_\_\_\_  
 \_\_\_\_\_  
 Project Components \_\_\_\_\_  
 \_\_\_\_\_  
 Contract Amounts (\$) \_\_\_\_\_ Date Completed \_\_\_\_\_
2. \_\_\_\_\_  
 Project Name and Location \_\_\_\_\_  
 \_\_\_\_\_  
 Name and Location \_\_\_\_\_ Project \_\_\_\_\_  
 \_\_\_\_\_  
 Owner \_\_\_\_\_ Architect/Engineer \_\_\_\_\_  
 \_\_\_\_\_  
 Address and telephone \_\_\_\_\_  
 \_\_\_\_\_  
 Project Components \_\_\_\_\_  
 \_\_\_\_\_  
 Contract Amounts (\$) \_\_\_\_\_ Date Completed \_\_\_\_\_
3. \_\_\_\_\_

Project Name and Location

Owner

Architect/Engineer

Address and telephone

Project Components

Contract Amounts (\$)

Date Completed

4.

Project Name and Location

Owner

Architect/Engineer

Address and telephone

Project Components

Contract Amounts (\$)

Date Completed

1.

Project Name and Location

Project Name and Location

Owner

Architect/Engineer

Address and telephone

Project Components

Contract Amounts (\$)

Date Completed

5.7

Staff Roster/Functions

List all members of your staff that will be assigned to or responsible for work on this project (except clerical) and show their job titles/functions. Include Company Officers.

Name

Function

Years  
w/Firm

Years  
Total

Name	Function	Years w/Firm	Years Total
Name	Function	Years w/Firm	Years Total

#### 5.8 Arbitration and Litigation History

Indicate below all arbitration and/or litigation against bidder in the last five (5) years, including all claims by owners. Indicate yes or no (Y/N) which claims were resolved against bidder in litigation or arbitration or which resulted against in any payment by the Bidder or its insurers/sureties or reduction in compensation on any Bidder. Failure to provide this information on any contract undertaken in the past five (5) years may result in disqualification. Indicate final status (Resolved or Unresolved) of each claim. Attach separate sheet if necessary.

Project Name	Amount of Claim
Nature of Claim	Resolution (Y/N) Against Bidder
	Final Status

Project Name	Amount of Claim
Nature of Claim	Resolution (Y/N) Against Bidder
	Final Status

Project Name	Amount of Claim
Nature of Claim	Resolution (Y/N) Against Bidder
	Final Status



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety (Local Agent Contact Telephone Number , \_\_\_\_\_ ), are held and firmly bound unto the Owner in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) to be paid to said Owner its successors and assigns, for which payment well and truly will be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the certain Bid of the above-bounden Principal submitted for the following improvement project:

**JEFFERSON BL. TRAFFIC SIGNAL COMMUNICATION IMPROVEMENT PROJECT**

is accepted by the Owner through action of its legally constituted contracting authorities and if the above-bounden Principal, its heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for such construction in strict accordance with the specifications and drawings on file at the office of the City Engineer, in the City Hall, Culver City, and shall execute and deliver the required Faithful Performance Bond and Payment Bond, and Insurance Certificates within ten (10) days after the date of notification by and from said Owner that said contract is ready for execution, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Surety \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

7      **BID GUARANTY**

**BID GUARANTY**

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

"Accompanying this proposal is a money order\*, certified check\*, cashier's check\*, cash\*, payable to the order of the Owner in the amount of Dollars (\$ \_\_\_\_\_) which is ten percent (10%) of the total amount of this bid. The proceeds of this bid guaranty shall become the property of said Owner provided this bid is accepted by said Owner, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds within the stipulated time. Otherwise, the proceeds of this bid guaranty shall be returned to the undersigned."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

(\*Delete the inapplicable words)

NOT FOR BIDDING

**8 NONCOLLUSION DECLARATION**

**NONCOLLUSION DECLARATION**

(To Be Executed By Bidder and Submitted With Bid)

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

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

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

Signature of Bidder \_\_\_\_\_

## SUPPLEMENTARY BID FORM NO. 1

LISTING OF PROPOSED SUBCONTRACTORSPursuant to **INSTRUCTIONS TO BIDDERS** for the Work titled:**JEFFERSON BL. TRAFFIC SIGNAL COMMUNICATION IMPROVEMENT PROJECT**

Local Assistance Procedures Manual

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

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

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

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

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

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

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

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

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

Pursuant to **INSTRUCTIONS TO BIDDERS** for the Work titled:

Pursuant to **INSTRUCTIONS TO BIDDERS** for the Work titled:

[illegible]

NOT FOR BIDDING

AGREEMENT, BONDS AND INSURANCES

NOT FOR BIDDING

**SECTION D - AWARD AND EXECUTION OF CONTRACT****1. SAMPLE AGREEMENT****CITY OF CULVER CITY  
AGREEMENT WITH****Contractor**

This Agreement is made and entered into by and between the City of Culver City (City) and Name of Contractor (Contractor)

WHEREAS, Contractor submitted its total base bid the total lump sum for: Amount of Bid Dollars (\$00.00) for the completion of the Name of Project (Project. No. P-) as further described in the Scope of Services; and

WHEREAS, Contractor represents it has that degree of specialized expertise and holds all licenses necessary to practice and perform the service contemplated; and

WHEREAS, after reviewing all bids submitted and declaring that the Contractor submitted the lowest responsible and responsive bid, City's City Council, at its meeting of meeting date, awarded the contract for the work to Contractor.

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

**1. SCOPE OF SERVICES**

Contractor shall provide all services described in accordance with the Contract Documents, as defined below, relating to the Name of Project (Project. No. P-) and follow the work schedules defined therein.

**2. CONTRACT DOCUMENTS**

The documents comprising the entire agreement between City and Contractor shall be collectively referred to as the "CONTRACT DOCUMENTS" and shall consist of and include the following:

This Agreement – including:

This Agreement – including:

- Contract Documents and Specifications for Name of Project (P-), Bid # \_\_\_\_;
- All addenda setting forth any modifications or interpretations of those documents,
  - Addendum No. 1 dated \_\_\_\_\_;
  - Addendum No. 2 dated \_\_\_\_\_;
  - Addendum No. 3 dated \_\_\_\_\_;
- Bid Proposal submitted by Contractor to City on or before DATE;
- All documents incorporated into the foregoing;
- Schedule of Values, if applicable;
- List of Subcontractors;
- Labor and Materials Payment Bond;
- Faithful Performance Bond (including agent's Power of Attorney for each Bond);
- Non-Collusion Declaration (General and Subcontractor) ;
- Certificates of Insurance;
- Change Orders;
- Notice to Proceed; and
- Notice of Completion
- All Federal Provisions as required by Caltrans Local Assistance Manual (updated January 2020) and as set forth in these specifications.



All the Contract Documents are intended to complement one another, so that any work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

The terms of this Agreement shall prevail over any inconsistent provision of the other Contract Documents.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

### 3. NOTICE

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery, facsimile, overnight delivery, or by U.S. Mail. All written notices or correspondence sent pursuant to this paragraph will be deemed given to a party on whichever date occurs first; the date of personal delivery; the date of transmission, if sent by facsimile (with proof of transmission); the next business day following deposit with an overnight mail carrier; the fifth day following deposit in the U.S. Mail, when sent by "first class mail."

Notices required to be given to City shall be addressed as follows:

Charles D. Herbertson  
Public Works Director/City Engineer  
Public Works Department  
City of Culver City  
9770 Culver Blvd.  
Culver City, CA 90232

Notices required to be given to the Contractor shall be addressed as follows:

Contractor  
Address

It shall be the duty of Contractor to notify all subcontractors of the above Notice provisions.

### 4. CONTRACT PRICE

For Contractor's satisfactory completion of the scope of services, City shall pay Contractor a total sum of \$00.00.

### 5. EFFECTIVE DATE

The effective date of this agreement is the date it is signed on behalf of City. This Agreement shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

### 6. AUTHORITY TO ENTER INTO AGREEMENT

The individual(s) executing this Agreement on behalf of each party is (are) authorized to execute this Agreement on behalf of said party. Each party has taken all actions required by law to approve the execution of this Agreement.

CONTRACTOR

Dated: \_\_\_\_\_

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

CITY OF CULVER CITY, CALIFORNIA

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
John Nachbar  
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Public Works Director/City Engineer

\_\_\_\_\_  
City Attorney

NOT FOR BIDDING

2      **LABOR AND MATERIALS PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

**WHEREAS**, THE City of Culver City, County of Los Angeles, State of California, has awarded to:

---

hereinafter designated as the Principal, a contract for:

---

**JEFFERSON BL. TRAFFIC SIGNAL COMMUNICATION IMPROVEMENT PROJECT**

in the City of Culver City, California, which contract is incorporated wherein by this reference; and

**WHEREAS**, said Principal is required to furnish a bond in connection with said contract, providing that if said Principal or any of his or its Subcontractors shall fail to pay for any materials, provisions, equipment or supplies used in, upon or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to extent hereinafter set forth;

**NOW, THEREFORE, WE**, \_\_\_\_\_

---

as Principal and \_\_\_\_\_

---

as Surety, are held and firmly bound unto the City of Culver City, hereinafter called the Owner in the sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America 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 or its heirs, executors, administrators, successors or assigns shall fail to pay for any materials, provisions or other supplies 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, as required by the provisions of an act of the Legislature of the State of California entitled, "An Act to secure the payment of claims or persons employed by Contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements or machinery used or consumed by such Contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended, and provided that the persons, companies or corporations so furnishing said materials, provisions or other supplies, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring implements, machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work or labor upon the same, or any person who supplies both work and material therefor, shall have complied with the provision of said Act, then said Surety will pay the same in or to an amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorneys' fees, as shall be fixed by the court, awarded and taxed as in aforementioned Statute provided. This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

FURTHER, the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder shall

in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or modifications of the contract documents or of work to be performed thereunder.

IN WITNESS WHEREOF, this original instrument has been duly executed by the Principal and Surety herein named, on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_. 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.

Principal

\_\_\_\_\_

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

Surety

\_\_\_\_\_

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

NOT FOR BIDDING

**3 FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

**WHEREAS**, the City of Culver City, in the County of Los Angeles, State of California, has awarded to:

\_\_\_\_\_ herein designated as the Principal, a contract for the construction of

**JEFFERSON BL. TRAFFIC SIGNAL COMMUNICATION IMPROVEMENT PROJECT**

in the City of Culver City, California, which contract is incorporated herein by this reference; and

**WHEREAS**, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

**NOW, THEREFORE, WE** \_\_\_\_\_

as Principal and \_\_\_\_\_

as Surety, are held and firmly bound unto the City of Culver City, hereinafter called the Owner in the sum of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America for 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 hereby bound Principal, his or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

**FURTHER**, the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the contract documents or of work to be performed thereunder.

**IN WITNESS WHEREOF**, this original instrument has been duly executed by the Principal and Surety herein named on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_. 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.

Principal \_\_\_\_\_

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

Surety \_\_\_\_\_

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

4

**CITY OF CULVER CITY****STANDARD CONSTRUCTION AGREEMENT****WITH:** \_\_\_\_\_**FOR:** \_\_\_\_\_**INSURANCE REQUIREMENTS****A. Policy Requirements.**

Contractor shall submit duly executed certificates of insurance for the following:

1. An occurrence based Comprehensive General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of Three Million Dollars (\$3,000,000) each occurrence, with not less than Six Million Dollars (\$6,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage, and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall be utilized to satisfy, to the extent of the coverage limits, the City's self-insured retention under any other policy of insurance. The coverage shall not be excess or contributing with respect to the City's self-insurance, commercial liability insurance, or any pooled risk arrangements;
- b. The policy shall provide \$3,000,000 coverage per accident, for owned, hired and non-owned automobile liability; automobile liability coverage may be satisfied with a stand-alone policy or as a component of the CGL policy;
- c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law. Contractor's obligation to indemnify the Indemnitees as required under Paragraph xx of this agreement;
- d. The Policy shall not exclude coverage for Completed Operations Hazards; and
- e. The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as an additional insured in an endorsement to the policy, which shall be provided to the City and approved by the City Attorney.
- f. The Policy shall not contain an "Independent Negligence" provision that would void or otherwise nullify the insurer's obligation to defend and indemnify the City of Culver City in the event that its independent negligence is alleged or proven.

g. The CGL limits may be satisfied with a primary policy with \$3,000,000 occurrence/\$6,000,000 annual aggregate, OR, by a primary policy with lower limits of coverage plus an Excess or Umbrella policy which will satisfy the occurrence and aggregate limit requirement. If Contractor's insurance coverage provides coverage in excess of these required limits, but is eroded by payment or claim reserves, then Contractor or its insurance carrier shall notify the City of Culver City within ten (10) days when the contractual coverage limits provided are below the required coverage limits.

h. The City of Culver City reserves the right to review and waive or modify the CGL aggregate requirement in the event that an adequate project specific policy and limits are provided.

2. Business Automobile Liability Insurance coverage in the amount of Three Million Dollars (\$3,000,000), providing coverage for use of mobile equipment (i.e. heavy mobile equipment or vehicles primarily for use in an off-road environment), to the extent that (1) such mobile equipment will be used within the City limits or on City business, and (2) coverage for mobile equipment is not otherwise covered by the CGL policy listed in subparagraph (a), above.

3. Reserved.

4. If the Agreement will have Contractor employees working within the City limits, Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars [\$1,000,000] per accident.) Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

B. Waiver by City.

City may waive one or more of the coverages listed in Section A, above. This waiver must be express and in writing, and will only be made upon a showing by the Contractor that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.

C. Additional Insurance Requirements.

1. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A-VIII or better in the current Best's Insurance Reports;

2. Contractor shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days notice for cancellation due to non-payment.

3. City may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice to Contractor. INSURANCE REQUIREMENTS

--End of Section D--

NOT FOR BIDDING



SECTION E

**SPECIAL PROVISIONS**

(SUPPLEMENTS AND MODIFICATIONS TO  
THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION)

NOT FOR BIDDING

**PART 1****GENERAL PROVISIONS****SECTION 1 -- TERMS, DEFINITIONS, ABBREVIATIONS & SYMBOLS**

Except as modified by the Special Provisions(General), Special Provisions (Technical Specifications), Standard Drawings and the Project Plans, all work shall be in accordance with the Provisions of the latest edition of the STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION (SSPWC), including all Supplemental Amendments, as published by Building News, Inc., Los Angeles, California, which Specifications are hereinafter referred to as the Standard Specifications.

The herein stated Special Provisions supplement and revise the aforementioned standard Specifications. Any reference to "Section" or "Subsection" in these Special Provisions shall refer to the aforementioned Standard Specifications unless noted otherwise.

**1-2 TERMS AND DEFINITIONS**

In this subsection, substitute where applicable, or add the following:

Agency	The City of Culver City, for which the work is being performed.
Board	The City Council of the City of Culver City.
City	The City of Culver City.
Engineer (or) City Engineer	The City Engineer of the City of Culver City or other person designated by the City Engineer acting either directly or through authorized agents.
Calendar Day	All days beginning with the date specified in the Notice to Proceed, and ending with the date the City issues the Statement of Completion.

**SECTION 2 -- SCOPE OF THE WORK****2-1 WORK TO BE DONE** Add the following:

The Bidder is required to examine carefully the site of work, Bid Proposal forms and all other Contract documents for the work contemplated. The Submission of a Bidder's Proposal shall be considered conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of all the above documents.

**2-2 PERMITS** Add the following:

The Contractor shall secure all necessary permits from all governing agencies having authority over any portion of the work. The Contractor shall obtain and pay for all other permits.

The Contractor shall obtain, pay, and comply with all permits, including but not limited to the permits requirements as shown in the "Instruction to Bidders" part of this contract document, and give all notices necessary and incident to the due and lawful prosecution of the work and to the preservation of the public health and safety.

**2-5 CONTRACTOR'S EQUIPMENT AND FACILITIES** Add the following:

The routing of trucks with gross vehicle weight exceeding 6,000 pounds through Culver City shall be subject to the provision of City Code Section 7.02.210 and the Contract Documents. Contractor shall submit a proposed haul route plan to the Engineer for approval. Said plan shall be approved prior to mobilization. **The Contractor is advised that any violation of the California Vehicle Code and Culver City Code (such as truck routing, overweight, improper licensing, etc.) will result in citation and fines by the Police Department.** Contractor shall be responsible for the immediate cleanup of all spills of any nature resulting from his operation.

Parking of Contractor's employee's vehicles or any other vehicles not utilized in the construction activity will be restricted during construction and shall not take place in public parking areas outside of the construction zone, unless shown otherwise on the plan or unless by arrangement with the Engineer.

Any commercial vehicle, the laden or unladen weight of which exceeds six thousand (6,000) pounds, shall use the following streets designated as truck routes:

- A. Adams Boulevard.
- B. Centinela Avenue.
- C. Culver Boulevard, between west City boundary and Sepulveda Boulevard.
- D. Fairfax Avenue.
- E. Higuera Street, between Hayden Avenue/Place and Jefferson Boulevard.
- F. Jefferson Boulevard.
- G. La Cienega Boulevard.
- H. National Boulevard.
- I. Sawtelle Boulevard, between Culver/ Washington off-ramp of the San Diego Freeway and Braddock Drive.
- J. Sawtelle Boulevard, between Matteson Avenue and Venice Boulevard.
- K. Sepulveda Boulevard.
- L. Slauson Avenue, east of Jefferson Boulevard.
- M. Venice Boulevard.
- N. Washington Boulevard, east of La Cienega Boulevard.

Most direct route shall be used to and from the restricted street from the truck route.

**2-5.2 Temporary Utility Services** Add the following:

Contractor is responsible to obtain and pay for construction water. Any water drawn from fire hydrant shall be coordinated through Golden State Water Company (Contact telephone No. 310.999.4033) located at 5839 Green Valley Cir #106, Culver City, CA 90232.

**2-8 EXTRA WORK** Add the following:

Changes Authorized in Writing

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any original plan or drawing after the same has

been approved by the Engineer. Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Engineer and authorized in writing.

#### Protests

If the Contractor considers any work demanded of Contractor to be outside the requirements of the Contract, or if Contractor considers any instruction, ruling or decision of the Inspector or Engineer to be unfair, Contractor shall within three (3) calendar days after any such demand is made, or instruction, ruling or decision is given, state clearly and in detail the Contractor's objections and reasons therefore. Except for such protest and objections as are made of record, in the manner and within the time above stated, the Contractor shall be deemed to have waived and does thereby waive all claims for extra work, damages and extensions of time on account of demands, instructions, rulings and decisions of the Public Works Director/City Engineer.

Upon receipt of any such protest from the Contractor, the Engineer shall review the demand, instruction, ruling or decision objected to and shall promptly advise the Contractor, in writing, of Public Works Director/City Engineer's final decision, which shall be binding on all parties, unless within the ten (10) calendar days thereafter the Contractor shall file with the Owner, a formal protest against said decision of the Public Works Director/City Engineer. The Owner shall consider and render a final decision on any such protest within thirty (30) calendar days of receipt of same.

#### **2-10 DISPUTED WORK** Add the following:

All claims which do not exceed the sum of three hundred seventy-five thousand dollars (\$375,000) shall be resolved pursuant to the provisions of Public Contract Code Section 20104 through 20104.6, "Resolution of Construction Claims".

Notice - The Contractor shall notify the Public Works Director/City Engineer, in writing, of its intention to make claim. Claims pertaining to decisions provided above for such other determinations by the Construction Manager shall be filed in writing to the Public Works Director/City Engineer prior to the commencement of such work. Written notice shall use the words "Notice of Potential Claim". Such Notice of Potential Claim shall state the circumstances and the reasons for the claim, but need not state the amount.

Additionally, no claim for additional compensation or extension of time for a delay will be considered unless the above provisions are complied with. No claim filed after the date of final payment will be considered.

It is agreed that unless notice is properly given, the Contractor shall not recover costs incurred by it as a result of the alleged extra work, changed work or other situation which had proper notice been given would have given rise to right for additional compensation. The Contractor should understand that timely notice of potential claim is of great importance to the Public Works Director/City Engineer and Owner, and is not merely a formality. Such notice allows the Owner to consider preventative action, to monitor the Contractor's increases costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by the Contractor, and the fact that the Public Works Director/City Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

Records of Disputed Work - In proceeding with a disputed portion of the Work, the Contractor shall keep accurate records of its costs and shall make available, to the Public Works Director/City Engineer, a daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used. Such information shall be submitted to the Public Works Director/City Engineer on a monthly basis, receipt of which shall not be construed as an authorization for or acceptance of the disputed work.

Submission of Claim Costs - Within 30 days after the last cost of work for which the Contractor contends it is due additional compensation is incurred, but if costs are incurred over a span of more

than 30 days, then within 15 days after the thirtieth day and every month thereafter, the Contractor shall submit to the Public Works Director/City Engineer as best the Contractor is able its costs incurred for the claimed matter. Claims shall be made in itemized detail and should the Public Works Director/City Engineer be dissatisfied with format or detail of presentation, upon request for more or different information, the Contractor will promptly comply, to the satisfaction of the Public Works Director/City Engineer. If the additional costs are in any respect not quantifiable with certainty, they shall be estimated as best can be done. In case the claim is found to be just, it shall be allowed and paid for as provided in the Standard Specification.

### SECTION 3 – CONTROL OF THE WORK

#### 3-5 INSPECTION Add the following:

The City Engineer, or his authorized agent, shall at all times have access to work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge regarding the process, workmanship, and character or materials used and employed in the work. Whenever required, the Contractor shall furnish to the City for test, and free of charge, samples of any one of the materials proposed to be used in the work. Said samples shall be delivered by the Contractor at the place within the City of Culver City designated by the City Engineer. Rejected material must be immediately removed from the work by the Contractor and shall not again be brought back to the site of the improvement.

The Contractor shall be responsible to reimburse the City for its actual inspection services cost for any work that is outside the normal working days or working hours (as defined by Section 6-3 of this Special Provisions) , if approved the by Engineer.

#### Twenty-Four Hour Notice

The Contractor shall give at least twenty-four (24) hours advance notice of the time when Contractor or Contractor's subcontractor will start or resume the various units of operations of the work as per the contract, or resume said units of operations when they have been suspended per the contract.

The above notice is to be directed to the City Engineer through the Construction Manager, and is to be given during working hours (8 a.m. to 5 p.m.; closed alternate Fridays), exclusive of Saturday, Sunday or holidays for the purpose of permitting the Engineer to make necessary assignments of the Engineer's representative or inspector on the work.

#### Uncovering of Uninspected Work

Any work performed in conflict with said notice, without the presence or approval of the inspector, or work covered up without notice, approval or consent may be rejected or ordered to be uncovered for examination at Contractor's expense and shall be removed at Contractor's expense, if so ordered by the City Engineer or his/her representative or inspector on the work. Any unauthorized or defective work, defective material or workmanship or any deficient work that may be discovered shall be corrected immediately without extra charge even though it may have been overlooked in previous inspections and estimates.

#### 3-6 THE CONTRACTOR'S REPRESENTATIVE Add the following:

When and as directed by the City Engineer, the Contractor shall attend all conferences and meetings which the City Engineer deems necessary for the proper progress of work under this contract.

#### 3-7 CONTRACT DOCUMENTS

**3-7.1. General** Add the following:

Except as modified by the Special Provisions(General), Special Provisions (Technical Specifications), Standard Drawings and the Project Plans, all work shall be in accordance with the Provisions of the latest edition of the STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION (SSPWC), including all Supplemental Amendments, as published by Building News, Inc., Los Angeles, California, which Specifications are hereinafter referred to as the Standard Specifications, and when applicable, the California Department of Transportation (Caltrans) Standard Specifications, latest edition, except the following:

Traffic Signal, Lighting, Pavement Striping and Markers, Roadside Sign Work

For roadside sign, traffic striping and pavement marking, pavement markers, and traffic signal and lighting work, the technical provisions provided within Section 56-2, "Roadside Signs," Section 84, "Traffic Stripes and Pavement Markings", Section 85, "Pavement Markers", and Section 86, "Signals, Lighting and Electrical Systems," of the State of California Department of Transportation (Caltrans) Standard Specifications, latest edition, hereafter "State Specification" or "State Standard Specification," shall supersede related provisions of the SSPWC. Except as otherwise specified on the Plans or in these General or Technical Provisions, all work relating to traffic signals and street lighting, including all equipment, materials, components, and the installation thereof, shall be in accordance with the latest edition of the State Standard Plans and Section 86, of the latest edition of the State Standard Specifications. The order of precedence for said State Standard Plans shall be lower than that of the Special Provisions and Plans but higher than that of the Standard Plans and Specifications.

Work within Caltrans Right of Way, if any

Shall conform to the approved plans and permit requirements.

Work within City of Los Angeles Right of Way, if any

Shall conform to the approved plans and permit requirements.

If the contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the City's field work, it shall immediately inform the City Engineer. The City Engineer shall promptly review the matter, and if he/she finds an error or omission has been made, he/she shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increase or decrease the amount of work called for in the Contract, the City shall issue an appropriate Change Order. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at its risk unless authorized by the City Engineer.

Where applicable, the latest edition of the Uniform Building Code (UBC), and Amendments and the Culver City Municipal Code shall be adhered to.

Comply with the provisions for safety practices set forth in the "Manual of Accident Prevention on Construction", published by the Associated General Contractors of America (AGC) 213/263-1500, and to comply with the State of California Occupational Safety and Health Act (Cal-OSHA).

**3-8 SUBMITTALS** Add the following:

Within fourteen (14) calendar days after the Award of Contract, the Contractor shall, at his or her expense, transmit by letter to the Engineer for review and acceptance, shop drawings and/or other available instructive and descriptive information from the manufacturer, when and as required by

the Plans or Special Provisions, or requested by the Engineer. Shop drawings will normally not be required for standard items in common use for which adequate manufacturers' literature is available.

The Contractor shall consecutively number, thoroughly check, approve and sign each Shop Drawing and transmit the Shop Drawings by letter to the Engineer for review. In the event that certain Shop Drawings are unacceptable to the City, they will be rejected by the Engineer. The Contractor shall thereafter, correct said drawings and resubmit same in quadruplicate within seven (7) calendar days.

In the event that in the process of development of the Shop Drawings, it is discovered that there are defects and/or errors on the Plans, resulting in conflict between said Plans and the Shop Drawings, or if the Shop Drawings show variation from the Plans and/or Contract requirements because of standard shop practice or other reasons, the Contractor shall thoroughly describe and explain said defects and/or conflicts in his transmittal letter to the Engineer.

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

### 3-10 SURVEYING

**3-10.1 General** Revise the subsection and apply the following:

Unless specified otherwise in the Technical Provisions, the **Contractor** shall pay and provide usual and customary construction staking. The Contractor shall submit to the City for approval, the qualifications of the Licensed Land Surveyor prior to commencing the construction staking.

### 3-12 WORK SITE MAINTENANCE

**3-12.1 General** Add the following:

When and as often as required by the Engineer, the Contractor shall furnish and operate self-loading motor sweepers with spray nozzles, to keep paved areas affected by the work acceptably clean and dust free.

The Contractor shall remove graffiti from all work, materials, equipment, and signs within the project. Equipment, materials, or signs containing graffiti shall not be brought to the project. Any graffiti found on work, materials, equipment, or signs shall be cleaned or removed from the project within 24 hours from its discovery. The cost of graffiti removal shall be borne by the Contractor, and shall be considered as being included in the various Contract items.

Upon project completion, the contractor shall remove all dig-alert utility markings.

The Contractor shall have sole responsibility for providing security for his materials and equipment on and about the work site against theft and vandalism at all times for the duration of the contract. Contractor shall immediately replace all furniture, equipment, supplies, etc., which is being used or owned by the Owner or his/her designee at or on the project site or other areas under the security of the Contractor that is stolen, lost or damaged through theft, vandalism, graffiti, Contractor's negligence or any similar activity.

**3-12.2 Air Pollution Control** Add the following:

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the Project shall comply with the applicable material requirements of the South Coast Air Quality Management District (SCAQMD). All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

**3-12.3 Noise Control** Add the following:

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

The noise level requirements 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. Each internal combustion engine used for any purpose on the job shall be equipped with a muffler of a type recommended by the manufacturer. The noise level shall be in compliance with Chapter 9, Section 9.07 of the Culver City Municipal Code.

Residential Restrictions—

For residential zones, hours of work shall be limited, in accordance with the Culver City Municipal Code pertaining to Mechanical Noise or Construction Noise near Residential Zones, which prohibits:

- (a) The use or operation of any automobile, motorcycle, engine, machine or mechanical device, or other contrivance or facility, or the carrying on of any trade or business, causing between the hours of 8:00 p.m. and 6:00 a.m., any loud or unusual noise or sound, disturbing the peace of residents of a residentially zoned neighborhood.
- (b) The use of any of the foregoing in construction or excavation work between the hours of 8:00 p.m. and 8:00 a.m., on a weekday, or between the hours of 7:00 p.m. and 9:00 a.m. on a Saturday, or between the hours of 7:00 p.m. and 10:00 a.m. on a Sunday, which cause any loud or unusual noise or sound disturbing the peace of residents of a residentially zoned neighborhood.

Interference with Business Prohibited

Contractor must comply with Section 9.04.020(D) of the Culver City Municipal Code pertaining to Mechanical Devices, etc., Interfering with Business or Industrial Operations, which prohibits: The operation of any automobile, motorcycle, engine, machine or mechanical device or other contrivance or facility, or the carrying on of any trade or business, any loud or unusual noise or sound from which interferes with the transaction or conduct of any business or industrial operation in the surrounding area, unless the making of such noise is incident to the construction or repair of buildings or equipment or is otherwise necessary to the protection or preservation of the property from which such noise or sound emanates.

**3-12.4 Storage of Equipment and Materials** Add the following:

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the City Engineer, and must be free of



objectionable material. The Contractor must submit to the City Engineer for approval any and all agreement(s) between the Contractor and the property owner(s) of said storage site(s) and/or construction site(s) for approval prior to the start of construction. Said agreement(s) must provide for the restoration of the site(s) by the Contractor prior to the filing of "Notice of Completion" by the City Engineer.

Stockpiling or storage of materials on any public right-of-way or parking areas will not be permitted without the approval of the Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

Contractor shall only use a haul route approved in writing by the Engineer. The Contractor shall keep the work site as well as the route to and from the disposal site clean at all times. The Contractor shall immediately remove and haul away all materials included in the various items of removals.

### **3-12.6 Water Pollution Control** Add the following:

The Contractor shall comply with the requirements of Subsection 3-12.6 of the Standard Specifications and shall conduct his operations so as to prevent Portland cement, mud, silt or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system. Contractor shall prepare and submit Storm Water Pollution Prevention Plan (SWPPP) prepared by qualified SWPPP developer for City's approval. Once approved, the Contractor shall comply with the requirements of project specific Storm Water Pollution Prevention Plan (SWPPP).

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

1. Handle, store, and dispose of materials properly.
2. Avoid excavation and grading activities during wet weather.
3. Construct diversion dikes and drainage swales around working sites.
4. Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
5. Develop and implement erosion control plans (if applicable).
6. Check and repair leaking equipment away from construction sites.
7. Designate a location away from storm drains for refueling.
8. Cover and seal catch basins if work in their vicinity may allow debris or deleterious liquids to enter.
9. Use vacuum with all concrete sawing operations.
10. Never wash excess material from aggregate, concrete, or equipment onto a street.
11. Catch drips from paving equipment with drip pans or absorbent material.
12. Clean up all spills using dry methods.

### **3-13 COMPLETION, ACCEPTANCE, AND WARRANTY**

#### **3-13.1 Completion** Add the following:

Record drawings

At the beginning of the project, one print of each applicable drawing will be issued by the City for use in preparing record drawings.

Actual construction conditions shall be accurately and completely recorded on the prints as the project progresses. Contractor shall make complete, current, Record Drawings available for review by the City during the time the Contractor's Application for Payment is being reviewed. Incomplete Record Drawings may delay approval of said Application. Upon completion of the work, the Contractor shall sign the record drawings and shall submit same to the City's Inspector for checking and approval prior to the Notice of Completion is filed.

Completion Date: The project is considered complete and the counting of days for time of completion ends when the City's Project Manager confirms in writing that the Contractor has completed the Work in accordance with the Contract, including completion of all physical work and punch list items, and cleanup work including removal of construction materials/equipment/signage, and does not including warranties or maintenance. Any documentation required in the Contract and by Law does not necessarily need to be furnished by the Contractor by completion date but must be received prior to final payment.

Final Acceptance Date: The date on which the City Council accepts the Work as complete.

The guarantees and agreements set forth hereof shall be secured by a surety bond. Said bond the Contractor may, at his option, provide for the faithful performance bond furnished under the contract to remain in force and effect for said amount until the expiration of said one year period.

Such repair and replacement shall be made promptly upon receipt of written notice from the Engineer. If the Contractor fails to make such repair and replacement promptly, the Engineer may cause the work to be done and the costs incurred thereby shall become the liability of the Contractor and his or her Surety.

If in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operations of the City, the City will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the Engineer's request for correction within a reasonable time as determined by the Engineer, the City may, notwithstanding the Provisions of this article, proceed to make such correction or provide such attention, and the costs of such correction or attention shall be charged against the Contractor.

This article does not in any way limit the warranty on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period, nor does it limit other remedies of the City in respect to latent defect, fraud implied warranties, or assigned claims.

#### SECTION 4 - CONTROL OF MATERIALS

##### 4-1 GENERAL Add the following:

No materials, supplies or equipment for the work under this Contract shall be purchased subject to any security agreement or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by Contractor, to the Owner free from any claims, liens, encumbrances or charges, and further agrees that neither Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the

Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection of any right under any law permitting such persons to look to funds due the Contractor in the hands of the Owner.

The provisions of this Section shall be inserted in all subcontracts and material contracts, and notices of its provisions shall be given to all persons furnishing materials for the work when no formal contracts are entered into for such materials.

**4-2 PROTECTION** Add the following:

Until acceptance of the Work, the Contractor shall have the charge and care of the Work and Materials to be used therein and shall bear the risk of injury, loss, or damage, to any part thereof (regardless of whether partial payments have been made on such damaged portions of the Work) by the action of the elements or from any other cause, whether or not arising from the non-execution of the Work. The Contractor shall rebuild, repair and restore and make good all injuries, losses, or damages to any portions of the Work or materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries, losses or damages as are directly and proximately caused by the acts of the Owner.

**4-4 TESTING** Add the following:

Unless otherwise called for hereinafter in these Special Provisions, all testing during construction will be performed by the City in such number and at such locations as deemed necessary by the Engineer to insure compliance with the Plans and Specifications; the cost of all initial testing will be borne by the City; the cost of all retesting will be borne by the Contractor, and the amount due the City for said retesting will be deducted from the Contractor's progress payments.

**4-6 TRADE NAMES** Add the following:

Wherever catalog numbers and specific brands or trade names not preceded by designation "similar and equal" nor followed by the designation "or equal" are used in conjunction with a designated material, product thing, installation, or service mentioned in these Specifications, to ensure compatibility with existing facilities, no substitutions will be favorably reviewed.

Within ten (10) working days from the date of bid opening, the Contractor shall, at his expense, submit a written request to the Engineer for each desired substitution, accompanied by complete descriptive information from the manufacturer, samples as requested by the Engineer, complete detailed test results from a licensed independent testing laboratory of the City's choice if requested by the Engineer, and if requested by the Engineer, an evaluation report from a qualified licensed professional engineer, all for final evaluation by the Engineer. If in the Engineer's opinion, the requested substitution is of lesser quality or in variance with that specified, or if the information submitted is insufficient or incomplete, the requested substitution will be disallowed and the specified materials or equipment shall be furnished. Except as hereafter provided, no request for substitution submitted, after the 10-working -day deadline specified will be considered.

If alternative named or substitutions are proposed by the Contractor and favorably reviewed by the City, the Contractor is responsible for providing at no additional cost to the Owner, any engineering designs, any electrical, mechanical, structural, or other related changes or testing that may be required to accommodate or provide the particular material or equipment the Contractor desires to use. Any deviation from the Specifications or the Drawings resulting from the type of material or equipment to be used shall not be the basis for any "extra charges" above and in excess of the original bid price of the work.

In addition the Contractor is responsible for all additional costs to the Owner, and its agents and representatives, for evaluation of data submitted by the Contractor for alternative named or

substitutions and any redesign necessary. The Owner shall deduct said costs from the Contract monies due the Contractor.

In the event that a substitute is favorably reviewed, fifty percent (50%) of all savings shall be credited to the Owner.

## SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

### 5-1 LAWS AND REGULATIONS

The Contractor shall keep fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all his or her agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the Owner, and all its officers and employees connected with the work, and including but not limited to the Public Works Director/City Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor or Contractor's employees.

If any discrepancy or inconsistency is discovered in the Plans, Drawings, Specifications, or Contract for the work in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the Engineer in writing.

### 5-7 SAFETY

#### 5-7.2 Safety Orders, Add the following:

##### Safety Orders and Safety Control

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act, and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirements shall be followed.

No provision of the Contract Documents shall act to make the Owner, the Engineer or any other party than the Contractor responsible for safety. The Engineer shall not have authority for safety on the project. The Contractor shall indemnify, defend and hold harmless the Owner, Engineer, or other authorized representatives of the Owner, from and against any and all actions, damages, fines, suits and losses arising from the Contractor's failure to meet all safety requirements and/or provide a safe work site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the Site, giving full details and statements of witnesses. The Contractor shall make all reports as are, or may be, required by authority having jurisdiction, and permit all safety inspections of the work being performed under this Contract.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

#### Safety Program

The Contractor shall establish, implement, and maintain a written injury prevention program as required by Labor Code Section 6401.7. Before beginning the Work the Contractor shall prepare and submit to the Engineer a Contractor Safety Program that provides for the implementation of all the Contractor's safety responsibilities in connection with the Work at the site and the coordination of that program and its associated procedures and precautions with the safety programs, precautions and procedures of each of its subcontractors and other prime Contractors performing work at the site. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety programs, precautions and procedures in connection with the Work and for coordinating its programs, precautions and procedures of the subcontractors and other prime contractors performing Work at the site. The Safety Program should contain all the necessary elements for the Contractor to administer its program on site.

The Contractor's compliance with requirements for safety and/or the Engineer's review of the Contractor's Safety Program shall not relieve or decrease the liability of the Contractor for safety. The Engineer's review of the Contractor's Safety Program is only to determine if the above listed elements are included in the program.

#### Safety Supervisor

The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. The Contractor shall notify the Engineer in writing prior to the commencement of work of the name of the person who will act as the Contractor's safety supervisor and furnish the safety supervisor's resume to the Engineer.

The Contractor, will, through and with his Safety Supervisor, ensure that all of its employees and its subcontractors of any tier, fully comply with the Project Safety Policies. The Safety Supervisor shall be a full time employee of the Contractor whose responsibility shall be for supervising compliance with applicable safety requirements on the work site and for developing and implementing safety training classes for all job personnel. The Owner shall have the authority to request removal of the Contractor's Safety Supervisor if that representative is judged to be improperly or inadequately performing the duties; however, this authority shall not in any way affect the Contractor's sole responsibility for performing this work safely, nor shall it impose any obligation upon the Owner to ensure the Contractor perform its work safely.

#### Safety and Protection

The Contractor shall take all necessary protection to prevent damage, injury and loss to: All employees on the Project, employees of all subcontractors, and other persons and organizations who may be affected thereby;

All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property. All injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or

organization part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Owner has issued a notice of final completion to the Contractor.

#### Safety Emergencies

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Engineer prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract have been caused thereby.

#### Safety Violations

Should the Contractor fail to correct an unsafe condition, the Engineer shall immediately notify the Owner of the Contractor's failure to correct the unsafe condition. The Owner shall then notify the Contractor through the Engineer that the unsafe condition must be corrected or the work in question will be stopped until the condition is corrected to the satisfaction of the Owner. No extension of time or additional compensation will be granted as a result of any stop order so issued.

The Owner shall have the authority to require the removal from the project of the foreman and/or superintendent in responsible charge of the work where safety violations occur.

#### Equipment Safety Provisions

The completed Work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items, required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the Work, including Owner-selected equipment subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. All equipment furnished shall be grounded and provided guards and protection as required by safety codes, and where vapor-tight or explosion-proof electrical installation is required by safety codes, this shall be provided. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. The Contractor shall notify all equipment suppliers and subcontractors of the provisions of this paragraph.

#### On-Site Copies Required

The Contractor shall have at the work site copies or suitable extracts of: Construction Safety Orders, and General Industrial Safety Orders issued by the State Division of Industrial Safety.

#### Compliance Required

Contractor shall comply with provision of these and all other applicable laws, ordinances, and regulations, including but not limited to the Occupational Safety and Health Act of 1970 and current amendments, if any, to which particular attention is directed.

#### Clearance from Power Lines

To help prevent injuries and electrical service interruptions, Contractors are reminded CAL/OSHA requires tools, machinery equipment, apparatus, materials, or supplies must be kept at least 10 feet from voltage lines energized at 50,000 volts or less and even greater distances for lines in excess of 50,000 volts. In addition, the Penal Code of the State of California, Section 385, makes it a misdemeanor to violate certain clearances from high voltage lines.

Prior to starting work in which the aforementioned clearances will be impaired, it will be necessary to contact the Southern California Edison (SCE) Company Business Office nearest the proposed work location and request assistance. SCE will take appropriate action to assist in maintaining

required clearances. Such action will be at Contractor's expense. Sufficient lead time to permit planning and scheduling of any necessary work will be required.

### **Special Hazardous Substance and Process**

Contractor acknowledges that Contractor is aware of and in compliance with the provisions of the Hazard Communication Standards (California Administrative Code, Title 8, Section 4194). Contractor shall, at the request of the Owner, demonstrate that Contractor is in complete compliance with the Hazard Communication Standards.

In addition, Contractor shall, at the request of the Public Works Director/City Engineer, provide to the Owner a Material Safety Data Sheet for any product handled or used by the Contractor on Owner property or in an area where an Owner's employee is working.

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

### **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK** Add the following:

The Contractor must provide to the Engineer's Representative within five (5) days after receiving the "Notice to Proceed", a Critical Path Method (CPM) construction schedule in the format of a Gantt Chart and revised schedules thereafter as required by the Engineer when the Contractor's activities differ or are expected to differ from the latest existing schedule.

In addition, if requested by the Engineer, the Contractor shall submit a detailed "two-week look-ahead" schedule bi-weekly, including a brief narrative report, showing the activities or portions of activities completed and look ahead during the reporting period. The report shall state the percentage of the work completed and scheduled, the remaining duration, and the progress along the critical path in terms of days ahead or behind the allowable dates as of the report date. Any changes made by the Contractor to the schedule shall be listed.

If, in the opinion of the Construction Manager, the project is behind schedule, the Contractor shall also submit a narrative report with each updated analysis which shall include but not be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

If requested by the Contractor, Notice To Procure Equipment and Material may be issued prior to the Notice to Proceed with construction.

### **6-3 TIME OF COMPLETION**

#### **6-3.1 general** add the following:

The following days have been designated as holidays by the City of Culver City:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving	4th Thursday in November
Day after Thanksgiving	
Christmas Day	December 25

When an official holiday fall on a Saturday, the Friday immediately preceding the Saturday shall be deemed to be the holiday. When an official holiday fall on a Sunday, the Monday immediately following the Sunday shall be deemed to be the holiday.

In addition, Culver City observes a "Holiday Slowdown" during which no work may take place within the public right-of-way. On arterial streets and commercial streets, Holiday slowdown will be observed during the Thanksgiving week, the Christmas week, and the New Year's week; On all other streets, Holiday slowdown will be observed during the Thanksgiving days(including the days before and after), the Christmas days(including the days before and after), and the New Year's Days(and the days before). During the slowdown, the Contractor shall maintain job site and public safety and schedule to perform work outside the public right-of-way. No time extension will be granted due to the failure of the Contractor to schedule the work appropriately.

Add the following subsection:

### **6-3.3 Work Hours**

The Contractor's working hours shall be limited to the hours between 8:00 A.M. and 6:00 P.M. Monday through Friday, excluding recognized holidays. Workdays are defined in Section 6-7.2 of the Standard Specifications and as modified above.

Work hours other than normal work hours will not be allowed without prior consent of the City Engineer.

For work performed at night, the Contractor shall provide adequate lighting for proper prosecution of the work for the safety of the workers and the public, and for proper inspection.

Work in Caltrans Right of Way may have more restricted working/lane closure hours. The contractor shall adhere to all Caltrans encroachment permit requirements.

### **6-4 DELAYS AND EXTENSION OF TIME** Add the following:

The Contractor shall retain the right to fully complete (include final completion, punch list and project close out) the Work in less days than established by the contract agreement. However, neither shall a reduction or increase to the Contract Sum be made, if the Work is so fully completed in less days than established by the contract agreement nor shall a Claim be made or granted for Compensable Delay, or any other increase in Contract Sum, if, for any reason, including but not limited to delay caused by owner, the Contractor does not so fully complete the Work in less days than established herein.

When the Contractor foresees a delay in the prosecution of the Work and, in any event, immediately upon the occurrence of a delay, the Contractor shall notify the Public Works Director/City Engineer in writing of the probability of the occurrence and the estimated extent of the delay, and its cause. The Contractor shall take immediate steps to prevent, if possible, the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the Public Works Director/City Engineer at the time of their occurrence.

Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

Only the physical shortage of material, caused by unusual circumstances, will be considered under these provisions as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Public Works Director/City Engineer that such material could



have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. A time extension for shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling of procurement. The above provisions apply equally to equipment to be installed in the work.

**6-6 SUSPENSION OF WORK** Add the following:

If the Contractor fails to correct defective or unauthorized work as required by the Contract Documents or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, the Owner, by a written order of the Owner's representative or signed personally by an agent specifically so empowered by the Owner, in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the Work occasioned by such stoppage shall not relieve the Contractor of any duty to perform the Work or serve to extend the time for its completion. Any and all necessary corrective work done in order to comply with the Contract Documents shall be performed at no cost to the Owner.

In the event that a suspension of Work is ordered, as provided in this paragraph, the Contractor, at its expense, shall perform all work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public, pedestrian, and vehicular traffic, during the period of such use by suspension. Should the Contractor fail to perform the Work as specified, the Owner may perform such work and the cost thereof may be deducted from monies due the Contractor under the Contract.

The Owner shall also have authority to suspend the Work wholly or in part, for such period as the Owner may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work. Such temporary suspension of the Work will be considered justification for time extensions to the Contract in an amount equal to the period of such suspension if such suspended work includes the current critical activity on the latest favorably reviewed progress schedule.

**6-7 TERMINATION OF THE CONTRACT FOR DEFAULT** Add the following:

The Contract may be canceled by the Owner without liability for damage when, in the Owner's opinion, the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the work without the Owner's consent. In the event of such cancellation, the Contractor will be paid the actual amount due based on the quantity of work satisfactorily completed at the time of cancellation, less damages caused to the Owner by acts of the Contractor causing the cancellation. The Contractor, in having tendered a bid, shall be deemed to have waived any and all claims for damages because of cancellation of the Contract for any such reason. If the Owner declares the Contract canceled, for any of the above reasons, written notice to that effect shall be served upon the Surety. The Surety shall, within five (5) working days, assume control and perform the work as successor to the Contractor.

If the Contractor fails to begin delivery of material and equipment, to commence work within the time specified, to maintain the rate of delivery of material, to execute the work in the manner and at such locations as specified, or fails to maintain a work program which will ensure the Owner's interest or, if the Contractor is not carrying out the intent of the Contract, the Public Works Director/City Engineer's written notice may be served upon Contractor, and the Surety on Contractor's faithful performance bond, demanding satisfactory compliance with the Contract.

If the Contractor or Contractor's Surety does not comply with such notice within five (5) working days after receiving it, or after starting to comply fails to continue, the Owner may exclude the Contractor from the premises and take possession of all material and equipment, and complete the

work by Owner forces or by letting the unfinished work to another contractor, or by a combination of such methods. In any event, the cost of completing the work will be charged against the Contractor and Contractor's Surety, and may be deducted from any money due or becoming due from the Owner. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay to the Owner within five (5) working days after the completion, all costs in excess of the Contract price.

If the Surety assumes any part of the work, Surety shall take the Contractor's place in all respects for that part, and shall be paid by the Owner for all work performed by Surety in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of Contractor's default shall be payable to the Surety as the work progresses subject to the terms of the Contract.

The provisions of this Section shall be in addition to all other rights and remedies available to the Owner under law.

**6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE** Add the following:

The Owner may terminate the Contract at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the Owner is prevented from proceeding with the Contract by law, or by official action of a public authority. The Contractor will be compensated for works satisfactorily completed up to the date of termination of the contract by the Owner.

If all or any part of the work shall be damaged or destroyed by war, or acts of foreign aggression, fire, storm, lighting, flood, earthquake, settlement of defective soil, expansion or contraction, cracking or deflection, tidal wave, water, oil (surface or subsurface), mob violence or other casualty before the final completion of the work, the Contractor, upon notice from the Owner, shall resume construction and proceed in accordance with the Plans and Specifications. Provided that such damage or destruction was not caused by any condition related to Contractor's non-conformance with the provisions of these contract documents, the Owner will bear the total cost of removing and/or replacing all damaged and/or destroyed work. However, if the Owner exercises its option to abandon the project because of damage or destruction to the work by any of the above-mentioned causes, Owner may terminate this Contract upon three days' notice to the Contractor. Within 30 days after the date of such termination, the Contractor shall be paid all actual costs of the work to the date of termination for which it had not been previously paid.

If the owner abandons the project, the owner shall have the right, at any time, to terminate this Contract by notice to the Contractor, in which event, the owner shall pay the contractor pro rata for all work actually provided up to the date of such notice, for which it had not been previously paid, and the Owner shall have no further liability or obligations under this contract.

**6-9 LIQUIDATED DAMAGES.** Delete the entire subsection and substitute the following:

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. 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 for completion of the Work, as adjusted in accordance with 6-6, the Contractor shall pay to the Agency, or have withheld from moneys due it, the sum of **\$1000**. Execution of the contract under these Specifications shall constitute agreement by the Agency and Contractor that **\$1000** per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

In addition to the liquidated damages specified, if the Contractor fails to complete the work within the time specified for completion, plus any authorized time extensions, the Agency shall have the right to charge to the Contract all or any part, as it may deem proper, of the actual costs of inspection, supervision and other overhead expenses that are directly chargeable to the project and that accrue after the expiration of such specified time for completion plus authorized extensions. This charge will be addition to the payment of liquidated damages.

**6-11 LEGAL ACTIONS AGAINST THE CITY** Add the following subsection:

In the event litigation is brought against the City concerning compliance by the City with State or Federal laws, rules or regulations applicable to highway work, the provisions of this section shall apply.

- a. If, pursuant to court order, the City prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specification unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.
- b. If, pursuant to court order (other than an order to show cause) the City is prohibited from requiring the Contractor to perform all or any portion of the work, the City may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.
- c. If the final judgment in the action prohibits the City from requiring the Contractor to perform all or any portion of the work, the City will either eliminate the enjoined work pursuant to Sections 3 of the Standard Specifications or terminate the Contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.
- d. Termination of the Contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:
  - (1) The Engineer will issue the Contractor a written notice specifying that the Contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Engineer, the Contractor shall:
    - a. Stop all work under the contract, except that specifically directed to be completed prior to acceptance.
    - b. Perform work the Engineer deems necessary to secure the project for termination.
    - c. Remove equipment and plan from the site of the work.
    - d. Take such action as is necessary to protect materials from damage.
    - e. Notify all Subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Engineer.
    - f. Provide the Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the Engineer may request.
    - g. Dispose of materials not yet used in the work as directed by Engineer. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.
    - h. Subject to the prior written approval of the Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Engineer, the Contractor shall assign to

- the City all the right title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
- i. Furnish the Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.
  - j. Take such other actions as the Engineer may direct.
- (2) Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:
- A. The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the City for use in the work and unused, shall terminate when the Engineer certifies that such materials have been stored in the manner and at the locations he has directed.
  - B. The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of the materials has been taken by the City.
  - C. When the Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the project for termination, he will recommend that the Engineer formally accept the Contract, and immediately upon and after such acceptance by the Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of his contractual responsibilities for injury to persons or property which occurs after the formal acceptance of the project by the Engineer.
- (3) The total compensation to be paid to the Contractor shall be determined by the Engineer on the basis of the following:
- a. The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.
- When in the opinion of the Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the Plans and Specifications and the excessive actual cost shall be disallowed.
- b. A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Engineer that it is reasonably probable that he would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of said cost.
  - c. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City or otherwise disposed of as directed by the Engineer.
  - d. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract.

All records of the Contractor and his Subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the City at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.

After acceptance of the work by the Engineer, the Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his opinion the amount thus paid, together with all amounts previously paid allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.

The provisions of this section shall be included in all subcontracts.

## SECTION 7 -- MEASUREMENT AND PAYMENT

### 7-3 PAYMENT

#### 7-3.1 General. Add the following:

Payment for cost of work to comply with the General Provisions of the Standard Specification for Public Works Construction and as modified by this Contract shall be included in the various bid items, and no additional payment will be made.

Bid prices provided on the appropriate Bid Form will remain in force as Unit Prices under the Contract Documents until the Contract has been fully performed. No cost escalation is allowed due to material price increase for the term of the project.

When an item of work is not listed in the "bid schedule" in the bid proposal, the cost of such work shall be considered to be included in the cost of the other Work that is listed. The Contractor is to provide all labor, material, and equipment necessary to complete the Project in accordance with the plans and specifications including, but not limited to the following:

- a. All "Special Provisions" work required to complete the Project in a safe and orderly manner including, but without being limited to, safety measures, hoists, flagmen, clean-up, barricades, fences, temporary utilities, utility fees and charges, parking for the Contractor's and Subcontractor's personnel, and temporary facilities as may apply to this Work;
- b. All insurance in accordance with the insurance requirements of the Contract;
- c. Maintain and update current record drawings on-site. Upon project completion provide the Owner a legible set of record drawings, operation and maintenance manuals, warranties, and guarantees;
- d. All permits required;
- e. Construction schedule indicating material lead times, shop drawings, order dates, start and end dates, milestone dates. The schedule shall be updated monthly;
- f. Monthly project status report; Attend weekly project meetings;
- g. All engineering, testing and inspection costs for defective work, and work performed outside of the work hours set forth in Section 6-7 of the Special Provisions;

- h. Repair or replace all existing improvements (public or private) damaged by the Contractor. The Contractor is responsible to provide evidence of pre-existing conditions;
- i. All scheduling of utility connections turn on/off including but not limited to electrical services (for street lighting, traffic signals, and irrigation controllers) and water meters.
- j. Watchman or security service, as necessary;
- k. Perimeter fencing of work zones and staging area as necessary for public safety and protection of equipment and materials;
- l. Dust control, street cleaning, and protection and/or replacement of existing surfaces or properties;
- m. Submittal Log of all submittals required to the Owner including but not limited to SWPPP, material, products, concrete testing data, batch plant testing data, shop drawings and traffic control and phasing plans. Said log shall be updated for each weekly project meeting.

All costs for the preceding shall be included in the other items for which bids are entered.

The City may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expense, losses or damages, as determined by the Engineer, incurred by the City, for which the Contractor is liable under the Contract.

#### Other Withholds

In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payments otherwise due the Contractor, as in its judgment may be necessary to cover:

- a. Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.
- b. Defective work not remedied.
- c. Failure of the Contractor to make proper payments to its subcontractors or suppliers.
- d. A reasonable doubt that the Contract can be completed for the balance remaining.
- e. Damage to another Contractor or third party, or to private or City property.
- f. Failure of the Contractor to keep its work progressing in accordance with its progress schedule or maintaining current Record Drawings.
- g. The Owner's costs for the Contractor's failure to complete work within the allowed time.
- h. Cost of insurance arranged by the Owner due to cancellation or reduction of the Contractor's insurance.
- i. Failure of the Contractor to make proper submissions, as herein specified.
- j. Failure to submit, revise, resubmit, or otherwise conform to the requirements herein for preparing and maintaining a construction schedule.

- k. Payments due the Owner from the Contractor.
- l. Provisions of law that enable or require the Owner to withhold such payments in whole or in part.

The Owner in its discretion may apply any withheld amount or amounts to the payment of valid claims. In so doing, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The Owner will render to the Contractor a proper accounting of such funds disbursed in behalf of the Contractor.

Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the Owner to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300. There would be an associated administrative charge of \$75 per each Contractor's Progress Invoice.

### 7-3.2 Partial and Final Pay Quantities. Add the following:

When the estimated quantities for a specific portion of the work are designated as a final payment quantities, said estimated quantities shall be the final quantities for which payment for such specific portion of the work will be made unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If such dimensions are revised and such revisions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the changes in the dimensions. The estimated quantities for such specified portion of the work shall be considered as approximate only, and no guarantee is made that the quantities which can be determined by computations made based on the details and dimensions shown on the plans will equal the estimated quantities. No allowance will be made in the event that the quantities based on computations do not equal the estimated quantities.

### 7-3.3 Delivered Materials Add the following:

Unless included in the Bid Schedule, or unless otherwise called for in Technical Provisions, no payment will be made for materials or equipment delivered but not yet incorporated in the work.

## 7-4 PAYMENT OF EXTRA WORK

### 7-4.1 General Add the following:

The Contractor shall not perform any extra work prior to written authorization from the Engineer.

### 7-4.3 Markup Delete the entire paragraph and substitute the following:

**Work by Contractor** When extra work is to be paid for on a force account basis, the labor, materials, equipment rental and other items of expenditures, the percentage of markup applied to the Contractor's direct cost for all overhead and profit shall be as follows:

(1)	Labor.....	12
(2)	Materials.....	12
(3)	Equipment Rental.....	12
(4)	Other Items and Expenditure.....	12

**Work by Subcontractor.** When all or any part of the extra work is performed by a Subcontractor, the markup established above in this section shall be applied to the Subcontractor's actual cost of

such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

To the sum of the costs and markups provided for in this section, 1% shall be added as compensation for bonding.

**7-4.4 Daily Reports By Contractor** Add the following:

Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed.

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

Facilities for Agency Personnel is not required on this project unless specified otherwise in the Technical Provisions.

NOT FOR BIDDING



**PART 4****EXISTING IMPROVEMENTS****SECTION 400 PROTECTION AND RESTORATION****400-1 General** Add the following subsection:

The Contractor shall examine all adjoining premises (including for the purposes hereof, streets and sidewalks) and buildings, and ascertain, before beginning work, the depth of cellars, materials and construction of buildings and all existing conditions of such premises and the buildings thereon, and shall be governed thereby for the necessary, thorough, safe and satisfactory execution of all work called for herein, whether indicated on Plans and/or specified, or not, and all work and protective measures necessary to keep and leave the said premises and buildings in the same condition as they were before commencing work shall be done without any addition to the Contract Price. Wherever any parts of the existing adjoining buildings interfere with or are interfered with by the work to be performed hereunder, the Contractor shall make whatever changes necessary thereby, whether shown on the Plans, called for in the Specifications, or not shown or not called for. The Contractor, before commencing work on the premises, shall, if he sees fit, make a written report of the conditions as found at that time, noting particularly any defects in evidence, taking photographs of the exteriors, and, if necessary, photographs of interiors, and shall deliver to the Owner a copy of the written report of the examination and copies of photographs with the date of taking thereon. The Contractor shall invite the Owner and the owners of the respective properties and buildings to join with them in the examination of the premises and buildings. The Owner may, at its option, be present during the examination. If the Contractor fails to make the examination and report as herein specified, it will be deemed that the adjoining buildings and premises are in good condition, and all claims for damages, repairs and replacements must be treated by the Contractor on the basis that the buildings and premises were in good condition before work began.

The Contractor shall shore up, brace, underpin, secure, and protect all foundations, improvements, and other parts of existing structures adjacent to the work site, which may in any way be affected by excavation or other operations in connection with the work to be performed under this contract. The Contractor shall be responsible for giving all required notices to any joining property owner or other party before commencement of work.

**SECTION 402 – UTILITIES****402-1 LOCATION****402-1.1 General** Add the following:

Prior to performing any excavation, the Contractor shall determine, by potholing, the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. The Contractor shall pothole all utility crossings on public streets. The Contractor shall verify depth of all service utility crossings under sidewalk. Contractor shall locate all existing utilities, including storm and sewer main and laterals, within the project vicinity and shall exercise due care to ensure that existing utility facilities are not damaged during his operations. The existence of sewer mains or storm drains is evidenced by the manhole structures and catch basins. When in doubt, the Contractor shall contact the utility operator concerned before proceeding further.

Pipelines, conduits and other facilities may be buried within the limits of the work or adjacent thereto and may or may not be shown or indicated on the Plans. The Public Works Director/City Engineer possesses records of certain utility facilities located within the public right-of-way. These records are available for inspection by the Contractor at the Engineer's Office. In making these records

available, the Owner does not warrant or guarantee the accuracy or completeness of the information contained therein and does not represent that the facilities shown on said records actually exist at the locations shown or elsewhere or that the Contractor may not encounter facilities not identified in said records. The sewer service laterals are owned by the property owners and will not be marked by the City. Sewer system atlas sheet is available upon request for contractor's reference. However, the City shall not guarantee the accuracy of the information. It shall be the Contractor's responsibility to locate and pothole all laterals. The Contractor at its expense shall repair sewer laterals that are damaged as the result of contractor's activities.

At signalized intersections with Red Light Enforcement Camera Systems, the Contractor shall coordinate with the Red Light Enforcement Camera manufacture and/or maintenance company to identify the substructure (e.g. conduit runs) and for notification of work prior to construction.

The Contractor shall immediately notify the Engineer of any potential conflict with the proposed improvements. The cost of repair to any utility damaged by the contractor due to failure to determine location and depth as required herein shall be borne by the Contractor. Full compensation for determining location and depth of utilities shall be considered as included in the prices bid for other items of work, and no additional compensation will be allowed.

**402-2 PROTECTION** Add the following:

The contractor shall protect in place all existing sewer, storm drain, and other utility manhole lids and covers, water meter boxes and covers, gas meter boxes and covers, valve covers, etc. to grade unless specifically designated for adjustment by others on the Plans. Payment for adjustment of said items to grade shall be considered as part of related bid items for which payment is made and no separate payment will be made therefore.

NOT FOR BIDDING

**PART 6****TEMPORARY TRAFFIC CONTROL****SECTION 600 ACCESS****600-1 General** Add the following:

Traffic and access, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures, shall be in accordance with Subsection 7-10, of the latest edition of the Standard Specifications for Public Works Construction, including all its subsequent amendments; the latest edition of the Work Area Traffic Control Handbook ("WATCH") as published by the Building News, Inc., 990 Park Center Drive, Suite E, Vista, California 92081, and the following Special Provisions. In the event of conflict, the Special Provisions shall take precedence over the Work Area Traffic Control Handbook ("WATCH") and the Standard Specifications, and the Work Area Traffic Control Handbook ("WATCH") shall take precedence over the Standard Specifications.

The Contractor is solely responsible for the traffic control safety of pedestrians and vehicles on the public right-of-way within the Contractor's work area. The Contractor shall hold harmless and indemnify the Owner, and each of its officers and employees, for any and all damages to persons and property due to the Contractor's failure to maintain adequate traffic control and safety. It is the affirmative duty of the Contractor to maintain all of his traffic control devices on the project at all times, including night and/or weekends.

The Contractor shall notify by printed notice, the occupants of all properties within the construction zone of any access, parking and circulation restrictions and limitations that will be created by the construction at least 7 calendar days in advance of the commencement of construction. This notice shall be prepared by the City of Culver City, but be distributed by the Contractor.

No closure of any street shall be allowed unless prior written permission is obtained from the City Engineer. If permission to close a street is granted, then the Contractor is required to notify in writing at least five (5) working days in advance of street closures, all emergency services, and school bus services shall be notified by the contractor in writing of the locations, time, and date of the closures. In case of schedule changes, the emergency services, etc., shall be notified by telephone at least two (2) days in advance of the street closure.

**Business Access**

Pedestrian and vehicular access shall be maintained to businesses fronting the Work except when construction of areas immediately fronting a business entrance precludes such access. Contractor shall notify affected business three (3) business days in advance of construction.

Contractor shall make provisions for deliveries to business including temporary loading zones

Convenient and safe pedestrian access to occupied residential and business property shall be maintained at all times. Access to mailboxes must be maintained at all times such that the postal delivery service is not interrupted. Trash pick-up service shall not be interrupted. Access to vacant and unused property may be restricted when approved by the Engineer. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the City's Engineer.

**Temporary No Parking**

The Contractor shall notify in writing residents of property adjoining the location of the work at least forty-eight (48) hours before the start of construction on that street. The Contractor is responsible for posting "temporary no-parking" signs at least forty-eight (48) hours before

using the parking lane for construction purposes. The Contractor shall be responsible for furnishing, posting, and removing temporary "No Parking" and "No Driving" signs (as applicable) along project streets. Signs shall be posted on each side of the street with a maximum of 200 feet between signs. When necessary, the Contractor shall furnish posts. Pursuant to City requirements, "Temporary No Parking" signs must be posted and verified by the Culver City Police Department 48 hours prior to beginning of construction.

The Contractor shall coordinate with postal authorities for the temporary relocation of mailboxes. Contractor shall provide signage directing pedestrian and vehicular traffic to temporary mailbox locations.

In the case of work requiring excavation of the roadway which may interfere with the use by residents or businesses of their driveways, suitable provisions shall be made by the Contractor at such time as the exigencies of construction may demand a temporary blocking of said driveways. Efforts shall be made by the Contractor to minimize the duration of said blocking and to notify the residents of this need well in advance. Further, the Contractor shall provide access to each residential or commercial establishment each evening. Any trench or excavation in the street or alley which remains open after work hours shall be covered by steel plates.

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

**601-1 General**

**601-2 Traffic Control Plans (TCP)** Add the following.

On all Arterial streets or other streets as required in the Technical Provisions, The Contractor shall submit detailed Traffic Control Plans (TCP) on 24" x 36" sheet which shall clearly show and describe all proposed lights, warning signs, barricades, delineators, temporary lane markings, temporary traffic signals or signs, and any and all other facilities proposed to be installed. TCP shall be prepared by a Registered Civil or Traffic Engineer and shall show all lane closures, restrictions, tapers, and other disruptions of normal traffic flow, including pedestrian and vehicular detours. A schedule shall be included. TCP shall be submitted to the Engineer for approval no later than two (2) weeks after the award of contract. It shall be the Contractor's responsibility to immediately revise the TCP at the direction of the Engineer, and the Contractor hereby agrees that such Plan shall be strictly adhered to, and the Contractor hereby understands and agrees that its failure to provide any facility or device as shown on the TCP, or its deviation from said Plan, shall constitute a breach of contract. Traffic control set up in the field shall be inspected and approved by the City Engineer's Representative prior to commencement of any construction activity.

## SECTION F – TECHNICAL SPECIFICATIONS

### JEFFERSON BL. TRAFFIC SIGNAL COMMUNICATION IMPROVEMENT PROJECT

(SUPPLEMENTS AND MODIFICATIONS TO  
THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION)  
AND TO THE CALTRANS STANDARD SPECIFICATIONS

TECHNICAL SPECIFICATIONS

(SUPPLEMENTS AND MODIFICATIONS TO

THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)

AND

THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS

AND

CITY OF LOS ANGELES DEPARTMENT OF TRANSPORTATION (LADOT)

SPECIAL PROVISIONS AND STANDARD DRAWINGS FOR THE INSTALLATION AND MODIFICATION OF

TRAFFIC SIGNALS (RED BOOK)

## SECTION F - TECHNICAL SPECIFICATIONS

### GENERAL

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents for the above stated project. The general items of work include changeable message sign installation, conduits, cabling, sidewalks restoration, AC pavement repair and slurry seal, and all other appurtenant work items not mentioned that are required by the plans and specifications.

Traffic signal standards, changeable message sign (CMS) and support structure, shall conform to the Standard Plans and Specifications of the California Department of Transportation dated 2018, FHWA Standard Highway Signs (Latest Edition), and California Sign Specifications (latest edition).

### 1. MOBILIZATION AND TRAFFIC CONTROL (BID ITEMS 1 AND 2)

#### 1.1 MOBILIZATION

Mobilization and traffic control shall conform to the provisions of Sections 9-3.4 of the Standard Specifications and Special Provisions of this specification.

The scope of the work shall include the obtaining of all bonds, insurance, and permits; moving onto the site of project work area and equipment; and the furnishing of other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include but not be limited to the following principal items:

1. Project notification to residents and/or businesses.
2. The movement of personnel, equipment, supplies and incidentals to the project site.
3. Furnishing, installing, and maintaining all storage yards or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work.
4. Obtaining and paying for all required permits.
5. Posting all OSHA required notices and establishment of safety programs.
6. Have the Contractor's superintendent or field engineer at the job site full time.
7. Submittal of required construction schedule as specified.
8. Attend and support City staff at Community Meetings, if necessary.
9. Implement BMP to prevent soil leaving the site and entering to the street or other areas.

#### 1.2 CONSTRUCTION PHASING AND SEQUENCING

It is the contractor's responsibility to schedule its work and maintain vehicle and pedestrian at all times. As directed by City Representative, Contractor shall provide, install and maintain temporary asphalt and temporary striping until the permanent improvement is made. It is required that general contractor schedule and coordinate with its various type of work and shall include multiple mobilizations in its bid as necessary.

### 1.3 TRAFFIC CONTROL AND WORKING HOURS

Traffic Control shall conform to the provisions of Section 12 "Temporary Traffic Control" of the Standard Specifications, the Special Provisions of this specification, and the following:

The CONTRACTOR shall provide adequate pedestrian, bicyclist, and vehicular traffic controls for the duration of the work in accordance with the Contract Documents including Subsection 7-10 of the SSPWC, the Work Area Traffic Control Handbook (WATCH), Caltrans' Manual of Traffic Controls for Construction and Maintenance Work Zones (Chapter 5 of the Traffic Manual, hereafter "Manual of Traffic Controls"), and the City of Culver City. It is the contractor's responsibility to determine its means and methods to comply safety standards to protect its work zone and the public, and the following working hours and traffic control requirements:

**The CONTRACTOR shall submit site specific Traffic Control Plan (TCP) for its work on this project.**

**Although typical working hours are from 8am to 5pm, any traffic lane closure are only allowed between 9 am and 3 pm on arterial streets.**

Traffic Control shall include all traffic controls necessary to provide for a safe and expeditious movement of traffic, motorized and non-motorized (including pedestrian traffic), through the construction zones, as well as those necessary to provide for safety of the work force performing the construction. The contractor shall provide flagmen to direct traffic if deemed necessary by the Public Works Director/City Engineer. Reasonable pedestrian access through the construction area must be available at all times.

All signage required for the purpose of installing traffic control, including construction area signs should be temporary allowing for access to the entire Right of Way during non-construction hours.

All signage conflicting with required temporary traffic control signage shall be suitably covered.

Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3.01, "General", of the Caltrans Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by Caltrans or as relieving the Contractor from his responsibility as provided in the SSPWC. Temporary pavement delineation shall be 36" Post Tube Delineators.

Throughout construction, daily temporary lane closures are permissible, but must be removed at the end of the workday allowing access to the entire Right of Way during non- working hours.

All labor, work, and materials necessary, including temporary pavement delineation, shall be provided by the Contractor.

#### 1.4 PAYMENT

Payment for MOBILIZATION AND TRAFFIC CONTROL shall be included in the various lump sum bid price (Bid Items 1-2), complete in place, include all necessary labor, material, equipment, and any incidental work. It shall include mobilization and the preparation of traffic control plans, traffic control, and no separate or additional or separate compensation is allowed therefore

#### SCHEDULING OF WORK

Signal work shall not commence until such time that the Contractor notifies the project manager of the date that all Contractor furnished materials and equipment are received for each intersection, other than controller assemblies, and said work shall start within 15 days after said date.

No materials or equipment shall be stored at the job sites until receipt of said notification by the City project manager. The job sites shall be maintained in neat and orderly condition at all times.

Contractor shall conduct work between 9:00 a.m. and 3:00 p.m. Monday through Thursday. Work outside of these hours shall require prior approval from the City.

#### 2.4 EXCAVATING AND BACKFILLING

Notification must be provided to Underground Service Alert (Dial 811) at least two working days prior to starting work on any section of excavation.

The Contractor shall determine the location and depth of all utilities, including service connections which have been marked by the respective owners and which may affect or be affected by its operations.

Residents and businesses must be notified immediately of any accidental damage affecting their property, and repairs must be promptly made. Same day repairs of damaged utility services are required.

Where excavations occur in the sidewalks or other pedestrian ways, the Contractor shall provide a safe and orderly pedestrian passage around the excavation area. The pedestrian passage shall not subject pedestrians to hazards from traffic or construction operations, or cause pedestrians to walk upon unsuitable or hazardous surfaces.

#### 2.5 FOUNDATIONS



Changeable message sign foundations shall conform to City of Los Angeles Department of Transportation Red Book. All cabinet foundations shall conform to Section 87-1.03E(3) "Concrete Pads, Foundations, and Pedestals" of the State Standard Specifications.

## 2.6 GROUND RODS

Copper ground rods shall be installed in the controller pull box adjacent to Type 332 cabinet, and in the F-332 foundation. The ground rod shall be 8 foot by Y2 inch diameter. A #8 AWG (green) copper wire shall be connected from the cabinet ground terminal bus to the ground rod in the foundation or in the controller pull box. A #8 AWG copper wire shall be connected from one of the cabinet bolts into the foundation to the ground rod.

## 2. CONDUIT

Conduit materials shall conform to Section 86-1.02B, "Conduit and Accessories", of the State Standard Specifications except as follows:

Conduit shall be PVC Schedule 80 unless otherwise specified.

After conductors have been installed, the ends of conduits terminating in pull boxes and controller cabinets shall be sealed with an approved type of sealing compound.

POTHOLING- The Contractor shall be required to pothole at locations requiring significant vertical excavation and/or involves constructing foundations greater than two (2) feet. Required pothole locations include, but are not limited to new traffic signal or CMS pole foundations and areas where new conduit will be crossing existing utilities. Contractor shall replace pavement in kind at all potholing locations. When potholing in existing sidewalk, the Contractor shall be responsible to replace the entire sidewalk panel at that location to the satisfaction of the field engineer.

All existing improvements in parkways, including landscaping and sprinklers, shall be protected from damage or injury or restored to pre-construction condition. New sod of the same type as the existing shall be placed where any lawn is damaged by construction.

## 3. FIBER OPTIC CABLE

### Multi-mode Fiber

Contractor shall furnish and install 12-strand multi-mode fiber optic (MMFO) cable per changeable message sign manufacturer's specifications. Contractor shall provide all splicing, connections, and accessories required for the intended operation of the changeable message sign.

### Existing Infrastructure

Existing traffic signal wires and communication facilities within the project limits are to remain and protect in place; unless otherwise specified by the Engineer. If the Contractor's operations damage such existing fiber optic or any traffic signal communications facilities, the Contractor shall, at his expense, repair or replace the damaged facilities as follows:

1. Repair or replacement of damaged facilities shall be completed within 72 hours of the damage. Verification of communication after damage is repaired shall be done through Public Works 310-253-6420

2. Replaced fiber optic facilities shall be new, and of City approved equal or better quality than the damaged facility. Such replacement fiber optic facilities shall be compatible with the fiber optic systems to remain.

Contractor shall furnish and install new fiber optic interconnect cables at locations as indicated on the Plans and as directed by the City Engineer.

The Contractor shall submit the manufacturer's recommended procedures for pulling the fiber optic cable to the Engineer for review and approval at least 20 working days prior to installing cables.

Following installation of the cable in duct, all duct entrances in cabinets, pull boxes and vaults shall be sealed with mechanical plugs; or at the discretion of the Engineer, duct sealing compound, to prevent the ingress of moisture, foreign materials and rodents.

#### **PAYMENT**

Payment for 2" CONDUIT (Bid Item 14) and 3" CONDUIT (Bid Item 3) and FIBER OPTIC CABLE (Bid Item 4) shall be measured on a linear foot price and include full compensation for furnishing all labor, materials, tools, equipment, as-built plans, and other incidentals for installing conduit and fiber optic cable in compliance with the plans and specifications and these special conditions. This shall include all fiber optic splicing, fiber optic patch cords, and all connectors.

After repair or replacement of such facilities is complete, the Contractor shall demonstrate to the Engineer that the repaired or replaced facilities operate properly. Should the Contractor fail to perform the required repairs or replacement work, the repairs will be made by State forces and the cost of performing such repairs or replacement work will be deducted from any money due or become due to the Contractor.

#### **4. PULL BOXES**

All pull boxes shown on the traffic signal plan sheets shall be Number 6, unless otherwise specified on the plan.

Within the pull box, the conduit shall be placed in a manner that the lowest portion of the conduit opening shall be a minimum of 2" above the bottom of the pull box and the top portion of the opening shall not be less than 8" from the top of the pull box. The conduit shall also be placed in such a manner to allow the cable/wire to be pulled in a straight line and clear the side of the pull box by 2".

All pull boxes shall be reinforced concrete with etched polyethylene face, and a plastic rim with Fiberlyte or equivalent lid with bolt-down cover, and shall be Christy Products or approved equivalent. Extensions shall be used where required. All broken or damaged pull-boxes and covers shall be replaced.

Pull box covers shall be marked with the word "Communication".

At locations where a new pull box is being installed, the Contractor shall replace the entire sidewalk panel from joint to joint at that location.

Remove and salvage all existing pull boxes that are to be replaced by new pull boxes.

#### PAYMENT FOR PULLBOXES

Payment for PULL BOXES shall be measured on a per unit basis (Bid Item 5) and include full compensation for furnishing all labor, materials, tools, equipment, as-built plans, and other incidentals for installing pull boxes and in compliance with the plans and specifications and these special conditions.

#### 5. CHANGEABLE MESSAGE SIGN (CMS)

Contractor shall install DAKTRONICS Changeable Message Sign (CMS) or City approved equal. Contractor shall pre-test the CMS to be fully compatible with the City's Traffic Management Center's CMS software (Daktronics Vanguard) prior to installation.

1.02. The installing of CMS shall adhere to the details shown in the plans and per this specification. All installed materials and equipment for the Changeable Message Signs shall be NTCIP-compliant. Failure to meet all details and functionality listed in this specification shall be grounds for rejection of the equipment.

The construction shall utilize a minimum number of different parts, subassemblies, circuits, cards and modules for reliability and ease of maintenance. Test points shall be provided for checking essential voltages and be readily accessible for inspection and maintenance. The sign shall be designed for a minimum life of 10 years and shall be designed and constructed with a clean and neat appearance. Poor workmanship shall be grounds for rejection of the sign.

The Contractor shall include but not be limited to installing all materials and equipment required to install the Changeable Message Sign to the pole and support structure as shown in the plans and per this specification.

#### MODEL NUMBER, SIZES, AND DIMENSIONS

CMS Size	Approx. Cabinet Dimensions (H x W x D)	Lines / Char per Line (4" High)	Lines / Char per Line (12" High)	Weight (lbs.)	Max Power Usage Watts (RGB)
CMS	3'8" x 5'6" x 5	6/16	2/6	145	620

CMS Model: VC6-60x100-15.85-RGB-SF or City approved equal.

#### SIGN FEEDBACK AND MONITORING FUNCTIONS

The CMS system, including sign hardware, controller firmware and controller software, shall be capable of performing the following functions:

1. Report all system errors and failures such as film module failure
2. The sign controller shall respond to the central software whenever it receives a request for status poll. The reply message shall provide the minimum information:

- Control mode status
  - Message and sign status
  - Communication error status
  - Control source status
3. Failure of any sign shall not affect the operation of another sign in the system
  4. The sign controller shall perform a message check to ensure that the message will fit in the sign's display area. If any part of the message fails this check, the downloaded message shall not be displayed.
  5. The sign controller shall be capable of being remotely reset.
  6. The sign controller clock shall ensure that the correct message is displayed at the correct time in the event of a communication loss.
  7. In the event of power loss, the sign controller shall maintain its internal clock and display the proper message when power is restored.

#### **CMS CONTROLLER**

Contractor shall install Vanguard VEC Sign Controller or City approved equal. The sign controller shall be programmed to receive NTCIP-compliant sign control commands from the central controller or laptop computer, transmit NTCIP-compliant responses as requested to the central controller or laptop computer, monitor sign and message status and control sign operation and message displays.

The sign controller shall be a 19-inch rack-mountable controller provided with resident firmware stored in non-volatile memory. The CMS controller shall not be integrated within the CMS assembly and panels. The CMS controller shall be external, rack-mountable, configurable and operational within a communication cabinet. The controller protocol shall not have proprietary extensions that limit functionality or accessibility, unless these extensions are made fully available to the City without restriction. The controller shall perform all communication, control and feedback functions and shall be the only sign controller. No intermediate sign controller shall be used.

The sign controller shall have the following features and specifications:

#### **General:**

- Controls amber and full-color DMS
- Compatible with Daktronics auxiliary control panel
- Multiple sign control for up to 8 DMS

#### **Front Control Panel and Indicators:**

- LCD Panel

- Full-matrix (60x100) with graphic capability
- High-contrast full-color LCD with backlight
- 16 button membrane keypads
- Interactive menu system on LCD/keypad
- Local/remote control selector built into LCD interface
- Illuminated power switch - green LED

Messaging:

- Create, preview, activate or delete messages from menu
- Capable of any combination of text and graphics
- Stores up to 500 changeable messages
- Stores up to 29 changeable fonts
- Supports scheduling defined in NTCIP
- Full support for these NTCIP Tags:
  - Page Justification (top, middle, bottom)
  - Line Justification (left, middle, right, full)
  - New lines and new pages (6-page max)
  - Page on and Off Times
  - Font Tag
  - Graphics Tag
  - Color foreground and background
  - Color rectangles
  - Page background
  - Text rectangles
  - All data fields (date, time, etc.)
  - Spacing character
  - Flashing text
  - Scrolling text
  - Hexadecimal character

Communication Interface:

- NTCIP-compliant communication ports
- Supports dial-up modem, cellular modem, direct serial, fiber optic, radio and other communication networks
- Integrated 10/100Base-T Ethernet port (RJ-45)
- Integrated 10/100Base-T Ethernet auxiliary port (RJ-45)
- 3 integrated RS232 serial ports (DB-9)
- All ports protected from electromagnetic transients

Controller-To-Sign Interface:

- Multi-mode fiber optic cable
- 50/125  $\mu$ m fiber with LC connectors
- 850 nm wavelength
- Maximum distance: 1640' (500 m)

Dimensions (HxWxD) and Weight:

- 3.4375" x 8.75" x 14.0625" (88 mm x 222 mm x 357 mm)
- Weight: 11.0 lbs. (5 kg)

Environment and Power:

- NEMA TS 4-compliant and tested
- Operating Temperature Range: -30° F to +165° F (-34° C to +74° C)
- Power Source: 120 or 240 VAC @ 50 or 60 Hz
  - Auto-ranging power supply
- Max. Power Consumption: 30 W
- Power lines protected from electromagnetic transients

NTCIP Standards:

- NTCIP 1101: Simple Trans. Mgmt. Framework (STMF)
- NTCIP 1102: Octet Encoding Rules
- NTCIP 1103: Transportation Mgmt. Protocols

- NTCIP 1201: Global Object Definitions
- NTCIP 1203: DMS Object Definitions
- NTCIP 2001: Class B Profile
- NTCIP 2101: PMPP/RS232 Subnetwork Profile
- NTCIP 2104: Ethernet Subnetwork Profile
- NTCIP 2201: Null Transportation Profile
- NTCIP 2202: TCP/IP & UDP/IP Transport Profile
- NTCIP 2301: Simple Trans. Mgmt. Framework (STMF)
- NTCIP 8004: Structures of Mgmt. Information (SMI)

#### **Communication Standards Requirements**

The communications between the sign controller and this central controller software shall comply with the NTCIP 1203 protocol and shall support all NTCIP mandatory objects and conformance groups. In addition to the standard MIB objects, the sign shall include any additional manufacturer specific MIB objects required to support all of the sign and central software functionality defined elsewhere in the specification.

The sign manufacturer shall ensure and prove to the satisfaction of the City representative(s) that its signs and sign controllers are fully compatible with the TMC's existing central CMS software (Daktronics Vanguard) and communications infrastructure.

#### **Electrical Requirements Power**

The sign controller shall be capable of operating at 120 VAC, 30 amp service, 60 Hz, single phase power. Inside the sign housing, all 120 VAC service lines shall be independently protected by a thermal magnetic circuit breaker at the sign housing entry point. All 120 VAC wiring shall be located in conduit, pull boxes, raceways or control cabinets as required by the National Electrical Code. No 120 VAC wiring shall be exposed either on the inside or outside of the sign housing. The sign housing shall not be considered as a raceway or control cabinet.

Performance of the CMS system shall not be affected by power transients or electromagnetic fields. The system shall not conduct nor radiate signals that will adversely affect other electrical or electronic equipment including, but not limited to, other control systems, data processing equipment, audio, radio, and industrial equipment.

#### **Surge Protection**

The system power and communication lines shall be protected by transient voltage suppression device Tripp-lite Model: RS-1215-RA.

#### **Electronic Materials and Components**

All electronic components, except printed circuit boards, shall be off-the-shelf commercially available, easily accessible, replaceable and individually removable using conventional electronics repair methods. Components shall be arranged so that they are easily accessible

for testing and replacement. All discrete components, such as resistors, capacitors, diodes, transistors and integrated circuits shall be individually replaceable.

#### **Printed Circuit Boards**

Printed circuit board design shall be such that components may be removed and replaced without damage to boards, traces or tracks. Only FR-4 material, 0.062-inch minimum thickness, shall be used. Inter-component wiring shall be a copper clad track, having a minimum weight of 2 ounces per square foot. Jumper wires shall not be permitted except via plated through holes. All printed circuit boards shall be finished with a solder mask and component identifier silkscreened.

#### **Capacitors**

The DC and AC voltage ratings, as well as the distaste factor of the capacitor, shall exceed the worst-case design parameters of the circuitry by 50%. Any capacitor that can be damaged by shock or vibration shall be mechanically supported by a clamp or fastener. Capacitor encasements shall be resistant to cracking, peeling and discoloration.

#### **Resistors**

No resistor shall operate in excess of 50% of its power rating.

#### **LED Display**

##### **Cabinet Construction:**

- Display shall operate from the following power sources: 120/240 VAC, 60 Hz single-phase, including neutral and earth ground.
- Display shall operate in a minimum ambient temperature range of -40° to +120°F (-40 to +50°C) and to a 95% humidity.
- Internal display component hardware (nuts, bolts, screws, standoffs, rivets, fasteners, etc.) shall be fabricated from stainless steel, aluminum, nylon, or other durable corrosion-resistant materials suitable for the signage application.
- Electrical display components shall be 100% solid-state.
- The presence of ambient radio signals and magnetic or electromagnetic interference, including those from power lines, transformers, and motors, shall not impair performance of the display system.

##### **Housing Frame:**

- Display materials shall use non-corrosive materials or have a protective coating so they shall be anti-corrosive and not degrade or oxidize.
- Adequate ventilation shall be provided through convection without the need to provide extra space around the sides or behind the display.
- Steel mounting points that can be used for mounting purposes shall be provided with the display and have the ability to be adjusted for alternative mounting methods.
- Shall include lifting supports that can be removed after installation.

##### **Exterior Finish:**

The LED display border pieces shall be coated with an automotive-grade acrylic urethane paint.



**Front Face Construction:**

- To meet the display readability requirements, the front face must be constructed in such a manner that it provides high contrast, low sunlight reflection and durability in all weather and site conditions.
- Minimum features of front face shall:
  - Provide UV resistance to prevent discoloring.
  - Include horizontal louvers for contrast enhancement.
  - Include vertical ribbing for contrast enhancement
  - Use surface materials in the active LED area, such as metal, plastic, or other face materials, designed for low sunlight reflectivity.

**Serviceability:**

- The display housing shall provide safe and convenient front service access for all modular assemblies, components, wiring, and other materials located within the housing.
- All internal components shall be removable and replaceable by a single technician with basic hand tools.
- Service access shall be easily obtained by removal of one or more modules in front of the associated internal component.
- Each module should allow simple removal with a single latch system.
- Displays shall be designed with service features that minimize potential bodily harm.

**Display Components**

LED display modules shall be constructed for good readability, long life, and ease of service. Each display module shall be constructed as follows:

- Each module within the product family shall be designed with the same physical footprint of 12.48" x 15.48"
- All modules and their components shall be fully encapsulated and sealed to meet IP-67 standards.
- An LED module shall consist of LEDs with all drive electronics mounted on a single Printed Circuit Board (PCB).
- LEDs shall be auto-inserted in order to maintain quality and uniformity of the LEDs within each LED module.
- All PCBs shall be wave-soldered to ensure uniformity, quality, and durability of all solder joints.
- All PCBs shall be cleaned in a manner so as not to contain more than 2 parts per million contaminants.
- Module signal and electrical connections shall be of the positive locking and removable type. Removal of a module from the display shall not require a de-soldering operation.

- Data to the modules shall be redundant in that the signal can reach the module from multiple directions in the event of a loss in signal path from either direction.
- All LED display modules in a single display shall be identical in construction and interchangeable throughout the display with the ability to be field calibrated.
- All module rows shall include continuous louvers over the LEDs for sunlight shading and enhanced contrast.
- Modules shall be individually attached to the cabinet frame.
- Removal of one or more modules shall not affect the display's structural integrity.
- The failure of a single pixel, module or power supply shall not cause the failure of any other pixel, module or power supply in the display.
- All modules shall have no less than a 140° horizontal half-intensity viewing angle and a readability angle of 160° horizontal.
- The transition of the viewing intensity shall be consistent throughout the viewing cone.

Pixels shall be constructed with discrete LEDs, and these discrete LEDs shall conform to the following specifications:

- LEDs shall be non-diffused, ultra-bright, solid-state light emitting diodes.
- The red LEDs shall be constructed of AlInGaP technology and the green and blue LEDs shall be constructed of InGaN technology.
- Each color of LEDs used in all LED displays provided for this contract shall be from the same bin.
- LED half-life shall be an estimated minimum of 100,000 hours.
- Display shall have a minimum intensity of 10,000 cd/m2 for RGB maximum light output, 4,500 cd/m2 for Red maximum light output, and 6,000 cd/m2 for Amber maximum light output.

**Power Supply:**

- All power supplies shall be regulated, auto-ranging AC to DC power, with protection for the LED pixel, LED display and driver circuitry in the event of power spikes or surges.
- Each power supply and their connectors shall be fully sealed to protect from corrosive environmental factors meeting IP-67 standards.

**Internal Wiring:**

- Wiring for LED display modules and other internal components shall be installed in the housing in a neat and professional manner.
- Wiring shall not impede the removal of display modules, power supplies or other display components.
- Wires shall not make contact with or be bent around sharp metal edges.

- All wiring shall conform to the National Electric Code.

The display shall be protected from electrical spikes and transients. The manufacturer shall provide an earth-ground lug on the display.

#### **Display Capability**

- The LED display shall present messages that are continuous, uniform, and unbroken in appearance.
- The LED display shall be capable of producing 281 trillion colors for RGB.
- Each display pixel shall be composed of one each – red, green, and blue LEDs
- The LED display shall be capable of displaying all true type fonts.
- The display shall be able to display messages composed of any combination of alphanumeric text, punctuation symbols, graphic images, and pre-canned video files.
- Video and message files shall have up to a 30 frame per second playback capability.

Contractor shall install the Changeable Message Sign System and all necessary accessories and equipment intended for installation as shown on the plans, details or as specified in these special conditions, and as directed by the Engineer. The contractor shall use the manufacturer recommended brackets and equipment installation tools as identified by the manufacturer to ensure the structural integrity of CMS frames and boards at no additional cost to the City. Any cost associated specialty equipment required for installation of CMS boards shall be included in bid item cost, no additional compensation will be allowed.

#### **Warranty**

Contractor shall supply a warranty for 3 years that shall start when the project is approved by the Engineer of Record to be handed over to the City. Warranty shall include parts for a duration of 3 years.

#### **PAYMENT**

The contract unit price paid for installing CMS (Bid Item 6), CMS CONTROLLER (Bid Item 9), and all auxiliary equipment shall be measured on a per unit basis and shall include full compensation for all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing the Changeable Message Sign System, complete in place, as shown on the Plans, as specified in the Standard Specifications, City of Los Angeles Department of Transportation Red Book, and these special conditions, and as directed by the City Engineer. No additional compensation will be allowed.

### **6. CHANGEABLE MESSAGE SIGN SUPPORT STRUCTURE AND FOUNDATION (COMPLETE) WITH FAÇADE**

The work under this section shall consist of furnishing and installing CMS poles and structures in accordance with the details shown in the plans and the requirements of the City of Los Angeles Department of Transportation Red Book and this Special Provision.

The CMS poles and structures shall include the sign structure post and structure framing as required, façade design, anchor bolts and all other hardware, accessories, and framing required to attach and support the overhead CMS apparatus to the CMS structure in accordance with the Project Plans and Detail Sheets.

CMS poles and structures shall comply with the requirements of the City of Los Angeles Department of Transportation Red Book Standard Plan S-92.4.

All materials for the CMS poles and structures shall be in accordance with the requirements of City of Los

Angeles Department of Transportation Red Book Standard Plan S-92.4. Contractor shall furnish and install all necessary equipment and accessories intended for installation on foundations which include, but not limited to anchor bolts, anchor plates, washers, studs, nuts, screws, standoffs, rivets, templates, and fasteners. Contractor shall receive written City Engineer approval for Changeable Message Sign location prior to procurement or installation of any materials.

Contractor shall furnish and install foundations as shown on the plans or as specified in these special conditions, and as directed by the Engineer. Contractor shall install all CMS poles, support structures, and necessary accessories intended for installation on foundations which include, but not limited to anchor bolts, anchor plates, washers, studs, nuts, screws, standoffs, rivets, templates, and fasteners. The contractor shall use the manufacturer recommended brackets and equipment installation tools as identified by the manufacturer to ensure the structural integrity of CMS Poles and support structures at no additional cost to the City.

The Contractor shall deliver for review and approval, shop drawings and structural loading calculations stamped and signed by a registered Structural Engineer for CMS Message Sign Support Structure proposed under this Contract. Contractor shall not procure any components of the Changeable Message Sign Support Structure or begin foundation installation without written authorization by City Engineer.

The Changeable Message Sign shall have a custom designed static border. The Contractor shall install all necessary equipment, accessories, materials, coatings, inks, paints, and sheeting intended for installation as shown on the Plans and Detail sheets and as directed by City Engineer.

All exposed metal on the front face of the Static CMS panel shall have a water and humidity resistant base coating with a minimum outdoor service life of 20 years. The finish coat colors and thickness shall match the specifications shown on the Plans and Detail sheets. Static CMS borders shall not block or interfere with any message or graphic displayed on the CMS.

Contractor shall provide shop drawings for CMS Façade Design, which shall match the attached detail "CMS Façade Design." CMS Pole shall be painted to match the façade sign. Façade and pole shall be painted Pittsburgh Paints 455-7 Deep Emerald or City approved equal, with the exception of "Culver City" label at the top left of the façade, which shall be painted "7225-20 White" or City approved equal. Shop drawings for façade design shall be submitted for City approval before any materials are procured.

## **PAYMENT**

Payment for CMS SIGN SUPPORT STRUCTURE AND FOUNDATION (COMPLETE) WITH FAÇADE (Bid Item 7) shall be measured on a per unit basis. The contract unit price paid for furnishing and installing the foundation, the CMS poles, support structures, and accessories shall be measured on a per unit basis and shall include full compensation for all labor, shop drawings, approvals, materials, tools, equipment, potholing and any incidentals, including any modifications to curbs, gutters, sidewalks, or gates / fencing and for doing all the work involved in and configured complete in place by location, as shown on the Plans, as specified in the City of Los Angeles Department of Transportation Red Book and these Special Conditions, and as directed by the City. No additional compensation will be allowed.

## **7. ELECTRICAL SERVICE, SERVICE WIRES, AND CIRCUIT BREAKER**

The Contract bid item shall include all labor, tools, equipment, transportation and materials to furnish, deliver, install/construct new meter pedestals and appurtenances per the details on the plans and per these specifications where shown on the construction plans and as accepted by the City and SCE.

The meter pedestal model shall be Myers USP3A-M3100-100TB or City approved equal. Provide and install photo cell at each cabinet. Install meter pedestal, cabinet and circuit breakers, and wiring per SCE requirements.

Installing a service equipment enclosure includes furnishing and constructing the foundation and pad and installing conduit, adjacent pull boxes, and grounding electrode. Location shall be approved by Engineer in the field.

Electrical service equipment installation and conduit run details shall be as specified by the serving utility company, and written proof of their approval shall be submitted to the Engineer prior to installation. The Contractor shall be responsible for all service details, expenses, and scheduling far in advance of need. It is the contractor's responsibility to coordinate with SCE for the feed point locations and shall be responsible for all fees required by SCE to provide the feed point connections.

#### **PAYMENT**

Payment for ELECTRICAL SERVICE (Bid Item 13), AND CIRCUIT BREAKER (Bid Item 10) shall be measured on a per unit basis. Payment for SERVICE WIRES (Bid Item 8) shall be measured on a linear foot basis. The Contractor shall pay all service connection fees. The contract unit price paid for furnishing and installing the foundation and installing the Electric Service Enclosure, service wires, circuit breaker and accessories shall be measured on a per unit basis and include full compensation for all labor, materials, tools, equipment, and incidentals and for doing all the work involved in and configured complete in place by location, as shown on the Plans, as specified in the Standard Specifications and these special conditions, and as directed by the Engineer. No additional compensation will be allowed.

#### **9. BATTERY BACK UP**

The work under this section shall consist of furnishing and installing of battery back up system in accordance with the Plans and as directed by the City Engineer. Contractor shall provide a complete Uninterruptible Power Supply, including engineering, and components as specified on plans. All equipment and materials incorporated shall be standard components that are regularly manufactured and used in the manufacturer's product line. All systems and components shall have been thoroughly tested and in actual use.

The UPS shall be the Myers MP2000E Traffic Signal BBS, with ethernet modem or City approved equal in all features and functions.

The Battery Backup System (BBS) shall have the following features and specifications.

##### **Features:**

- Output Power (VA): 2400
- Active Output Power (Watts): 1500
- Transient voltage protection from damaging line spikes
- Low harmonic AC sine wave output
- Intelligent Buck and Boost Operation for brownout and surge protection
- Noise suppression, FCC Class A
- Multiple mounting configurations
- 6 Fully programmable dry contacts for control and reporting functionality
- Backlit LCD display, 2 row by 20 characters Black on Green
- Time/Date stamp of events and alarms
- Intelligent remote communication capability via RS232, USB

- Ethernet Modem

**Dimensions:**

- Width (inches/mm): 17 / 432
- Height (inches/mm): 5.25 / 133
- Depth (inches/mm): 11 / 279
- Weight (lbs/kg): 46.2 / 21

Input/Output:	Voltage (VAC) nominal 120 Frequency (Hz) nominal 60
Input Current (A):	maximum 20
Input Voltage Variation:	-23% to +17%
Voltage Waveform:	Sine
Typical Line Efficiency %:	95-97
Typical Output Voltage:	<3%
Total Harmonic Distribution:	<3% THD
Max Charge Current:	10 (ADC)
Typical Transfer Time:	7 ms (max w/PTS=66 ms) 7 ms w/buck & boost/PTS enabled
Audible Noise:	<32 at 1m (dB(A))
Unit Operating Temp:	-37°C to +74°C
Battery Operating Temp:	-25°C to +74°C
Lightning / Surge Protection:	Passes ANSI/IEEE C.62.41/C.62.45 Cat A & B

Battery run time and recharging depends on load requirements and battery configurations. Refer to Battery Options and Run Time Calculations for more details. MP Series UPS systems are 48V, 4-String Battery systems. For custom configurations contact Myers Power Products.

**PAYMENT**

The contract unit price paid for furnishing and installing the Battery Back Up Systems (Bid Item 12) and all necessary accessories and equipment shall be measured on a per unit basis and shall include full compensation for all labor, materials, tools, equipment, and incidentals and for doing all the work involved in and configured complete in place by location, as shown on the Plans, as specified in the Standard Specifications and these special conditions, and as directed by the Engineer. No additional compensation will be allowed.

**10. MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS**

Existing traffic signal and street lights shall remain in operation during construction, including during night work, when allowed by City.

All work to be done in connection with the modification of traffic signals shall be performed in such a manner that the signals shall be in continuous operation except for a 3 hour period between 9:00 a.m. and 3:00 p.m. Monday through Thursday. During these hours traffic signals may be turned off for necessary work.

Two weeks prior to any turn-off of the traffic signals, the Contractor shall advise the maintenance supervisor of his anticipated schedule for the turn-off. Notice of the firmly scheduled turn-off shall be made to the maintenance supervisor and police department at least 72 hours prior to the turn-off. Contractor shall provide stop sign traffic control and all necessary

signing and traffic control devices for the proper installation of the traffic control during the shutdown.

The contractor shall coordinate with Southern California Edison (SCE) prior to beginning any work within 10' of any SCE facilities (i.e. pole, transformers, overhead lines, etc). Contractor shall maintain a proper safe distance per SCE requirements.

**The contractor shall be responsible for providing temporary signal equipment and temporary overhead signal wiring at locations where new conductor signal cable is to be installed. Contractor shall be responsible to furnish and install all necessary equipment, including, but not limited to temporary poles, temporary foundations, vehicle heads, pedestrian heads, pedestrian push buttons, overhead wires/cables and any auxiliary equipment to provide and maintain the existing signal operation until the new wiring is functional.**

#### **PAYMENT**

Payment for MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS (Bid Item 17) shall be measured on a lump sum basis and shall include all mobilizations, traffic control, removal, concrete sidewalk and curb ramps, all traffic signal work and restore of all existing improvements.

#### **11. REORGANIZING EQUIPMENT IN CABINET TO ALLOW SPACE FOR NEW EQUIPMENT**

Contractor shall install CMS controller (Bid Item 9) and auxiliary equipment in existing communication cabinet as indicated on the plans and directed by City Engineer. Contractor shall reorganize equipment to make space for new equipment as indicated by City Engineer. All equipment in the cabinet including existing and new equipment shall function and provide their intended operation.

#### **PAYMENT**

Payment for REORGANIZING EQUIPMENT IN EXISTING COMMUNICATION CABINET TO ALLOW SPACE FOR NEW EQUIPMENT (Bid Item 16) shall include all mobilizations, traffic control, all traffic signal work and restore of all existing equipment. Full compensation for conforming to the Provisions of this Section will be considered as included in the prices paid for the various items of Work and no additional compensation will be allowed therefore.

#### **12. CAT5E CABLE**

The VIVTDS sensor(s) will use five (5) watts nominally and a maximum of fifty (50) watts with active heaters. The sensor(s) will be Power Over Ethernet (POE) and will only require a single shielded, burial grade, gel-filled CAT5e cable for both power and data. Each VIVTDS sensor shall have its own surge protector junction unit and EPM surge protection unit in the traffic cabinet. The VIVTDS processor shall operate within a range of 89 to 240 VAC, 60Hz single phase. Power to the VIVTDS processor is from the transient protected side of the AC power distribution system in the traffic control cabinet where the VIVTDS processor is installed.

CAT5e cabling shall be a high performance shielded direct burial data cable capable of 350MHz bandwidth for data applications. The cabling shall consist of a 24 AWG solid core copper wire with 8 conductors in a gel-filled jacket. The jacket shall consist of linear low-density polyethylene (LLDPE) that is UV resistant and have a cable diameter of no more than 6.5 mm. The cable shall have easily identifiable striped pairs as follows:

- Orange-White, Orange

- Green-White, Green
- Blue-White, Blue
- Brown-White, Brown

The cable shall be rated at a minimum for 60 V. The surge protector junction unit for the VIVTDS sensor shall provide protection against a transient pulse with a pulse shape of 8/20 $\mu$ s and a max current of 75A. The unit shall weigh no more than two (2) lbs. The EPM, surge protection unit for the VIVTDS sensor, shall have at most a max impulse discharge current of 40 KA and an impedance of at least 100 ohms. The unit shall have at least Line-Line and Line-Ground protection options, and the POE current shall not exceed 1.8A.

The VIVTDS processor will meet or exceed the NEMA standard of -29° F up to 149° F and meet or exceed a 5-30Hz vibration test as well as a 10G shock test. The VIVTDS processor shall operate properly in an environment with 0% to 95% relative humidity, non-condensing. The VIVTDS sensor(s) shall operate properly in an environment with 0% to 100% relative humidity. CAT5E shall be at least 5 feet in length or as directed by City Engineer

#### PAYMENT

The contract unit price paid for furnishing and installing CAT5e cable (Bid Item 15) shall be measured on a per unit basis and shall include full compensation for all labor, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and installing the CAT5e cable, complete in place, as shown on the Plans, as specified in the Standard Specifications and these special conditions, and as directed by the Engineer. No additional compensation will be allowed.

NOT FOR BIDDING



**MOBILIZATION****GENERAL**

The scope of the work shall include the obtaining of all bonds, insurance; moving onto the site of all project work areas and equipment; and the furnishing of other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include but not be limited to the following principal items:

1. Notification to businesses and residents. Contractor will be required to print and distribute a 7-day advance construction notice to each residence and business that may be impacted by the construction. Submit the notices to the City for approval.
2. The movement of personnel, equipment, supplies and incidentals to the project site.
3. Furnishing, installing, and maintaining all storage yards or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work.
4. Construction yard: As required by Section 7-8.4 of the Special Provisions, the contractor is responsible for locating its construction yard for its construction operation. The contractor shall provide lease agreement and insurance prior to use any rented lot.
5. Confined space entry to excavations
6. Have the Contractor's superintendent/foreman at the job site full time.
7. Submittal of required construction schedule as specified.
8. All submittals as required in the specifications.
9. In addition, Mobilization shall include all items required to conform to project site management efforts, including Best Management Practices (BMPs). BMP's shall include all labor, work and materials necessary to plan and implement BMPs into the project. BMPs shall include methods and materials to provide safety and protection throughout construction. Designated plans may be required to be submitted to and approved by the Engineer prior to beginning construction.
10. Upon completion of construction, the Contractor shall remove all utility markings by water blasting the concrete surface or paint over asphalt pavement surface.

Mobilization includes all work necessary to mobilize and demobilize forces, equipment, transportation, and materials; obtain bonding, insurance, permits, licenses, and other work as necessary to prepare for constructing the work.

All submittals shall be submitted no later than two weeks after the contract award.

**PAYMENT**

Payment for mobilization (including multiple mobilizations as necessary), and necessary nighttime and weekend work shall be included in various bid items for the work is performed, and no separate or additional or separate compensation is allowed therefore.

**TRAFFIC CONTROL****GENERAL**

The Contractor shall provide adequate pedestrian and vehicular traffic controls for the duration of the work in accordance with the Work Area Traffic Control Handbook (WATCH), California Manual for Uniform Traffic Control Devices (CA-MUTCD), latest edition, and the City of Culver City Mobility & Traffic Engineering Division and/or Engineering Division requirements. Additionally, all construction work shall comply with Culver City's Noise Ordinance allowed work hour and noise levels.

The Contractor shall provide all traffic control by qualified staffing and equipment necessary to provide for the safe and expeditious movement of traffic, motorized and non-motorized (including pedestrian traffic) through the construction zones, as well as that necessary to provide for the safety of the work force performing the construction, including two flagmen to direct traffic where/when deemed necessary by the Public Works Director/City Engineer, and/or Mobility & Traffic Engineering Division and/or Engineering Division, and, where necessary, at multiple concurrent locations.

Contractor shall provide and post "tow away, no stopping any time" signs at least 48 hours prior to its work per City standard format, using a City-indicated temporary sign.

The contract bid item for Traffic Control shall include all traffic controls necessary to provide for a safe and expeditious movement of traffic, motorized and non-motorized (including pedestrian traffic), through the construction zones, as well as those necessary to provide for safety of the work force performing the construction. Reasonable pedestrian access through the construction area must be available at all times. To this end, one pedestrian access route shall be maintained at all times, unless explicitly authorized by the City Engineer.

Throughout construction, daily temporary lane closures are permissible, but must be removed at the end of the workday to allow public access to the entire Right of Way during non-working hours. All signage required for the purpose of installing traffic control, including construction area signs should be temporary, allowing for access to the entire Right of Way during non-construction hours.

Travel lane closure on arterial streets shall be limited to 9am and 4pm, and a minimum of one lane of travel in each direction, shall be provided. Access to driveways within the project area shall be provided at all times.

All signage conflicting with required temporary traffic control signage shall be suitably covered. In case of the City Engineer authorizing a lane closure beyond the limits identified herein, any conflicting striping shall be removed, and all traffic control shall be night-worthy, and affixed with two-sided adhesive pads or epoxy, at the discretion of the City Engineer.

Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3.01, "General," of the Caltrans Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by Caltrans. Temporary pavement delineation shall be 36" Post Tube Delineators. All labor, work, and materials necessary, including temporary pavement delineation, shall be provided by the Contractor.

To alert the public to the presence of construction work in the public Right-of-Way and impacts to traffic, changeable message signs may be required to be deployed as part of the traffic control plan requirement, at locations determined by the City Engineer, and relocated as necessitated by project phasing and/or the discretion of the Engineer.

#### Pedestrian Access

Where construction prohibits pedestrian access, alternate crossing areas shall be established with appropriate signing and other devices as required by the Engineer. Pedestrian access facilities shall be provided through construction area within the right-of-way. Pedestrian walkways shall be provided with surfacing as required to maintain safe and accessible pathways. Surface shall be skid resistant and free of irregularities. ADA compliant access, clearances and continuity shall be provided at all times.

The Contractor shall keep the areas adjacent to the project site clear of any objects that may be hazardous to pedestrians and motorists. Provisions to reroute pedestrians, including the disabled, around the work area must be clearly delineated and maintained. If the Contractor's operations require the closure of a walkway, then another walkway shall be provided nearby, off the traveled roadway, along the general path

of travel.

Any location considered not accessible by pedestrians or motorists as determined by the Engineer will be resolved at the direction of the Engineer. The Contractor will not be paid for such corrective action and shall be charged for any costs incurred by the City for corrective action.

TRAFFIC CONTROL shall provide all traffic controls necessary to provide for the safe and expeditious movement of traffic, motorized and non-motorized (including pedestrian traffic) through the construction zones, as well as those necessary to provide for the safety of the work force performing the construction, including two flagmen to direct traffic where/when deemed necessary by the Public Works Director/City Engineer, and/or Mobility & Traffic Engineering Division and/or Engineering Division, and, where necessary, at multiple concurrent locations.

This contract bid item shall include preparing Traffic Control Plans and implementing the traffic control in accordance with these Special Provisions, including all work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control (such as lights, surface mounted channelizers, temporary railing markers, delineators, temporary striping and pavement marking, barricades, portable flashing beacons, flashing arrow signs, portable changeable message signs, removing and salvaging the traffic control equipment and materials, coordinating the work and traffic control with businesses, and all incidentals, and no additional compensation will be allowed).

#### PAYMENT

Payment for the preparation of traffic control plans, traffic control, changeable messages signs, shall be included in various bid items for the work is performed, and no separate or additional or separate compensation is allowed therefore. It shall be the Contractor's responsibility to ensure that traffic control plans and traffic control are provided for its own work and each of the subcontractor's work.

#### **TRAFFIC SIGNAL WORK (VARIOUS BID ITEMS).**

### **CULVER CITY TECHNICAL SPECIFICATIONS FOR TRAFFIC SIGNAL COMMUNICATION IMPROVEMENTS**

#### **1. GENERAL**

Traffic signal construction shall conform to these Technical Specifications, current Culver City Traffic Signal General Notes, Standard Plans (including Revised Standard Plans) and Specifications of the California Department of Transportation (latest edition), FHWA Standard Highway Signs (latest edition), and California Sign Specifications (latest edition). The contract bid items for Traffic Signal shall include all labor, equipment, materials, incidentals, and work necessary to install the Traffic Signal complete in place per the traffic signal plans.

The Contractor shall provide a schedule of values to the City for each traffic signal intersection as a submittal for city's review and approval.

#### **2. MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS**

Existing traffic signal and street lights shall remain in operation during construction.

The Contractor shall ascertain the exact location and depth of existing detectors, conduits, pull boxes and other electrical facilities before using any tools or equipment that may damage or interfere with such facilities. The Contractor will be held responsible for any damage to the facilities and claims related to damage caused by his operations. Said costs and/or claims will be deducted

from any moneys due to or to become due to the Contractor.

All work to be done in connection with the modification of traffic signals shall be performed in such a manner that the signals shall be in continuous operation except between 9:00 a.m. and 3:00 p.m. Monday through Thursday. During these hours traffic signals may be turned off with temporary stop signs for necessary work.

Two weeks prior to any turn-off of the traffic signals, the Contractor shall advise the maintenance supervisor of his anticipated schedule for the turn-off. Notice of the firmly scheduled turn-off shall be made to the maintenance supervisor and police department at least 72 hours prior to the turn-off. Contractor shall provide stop sign traffic control and all necessary signing and traffic control devices for the proper installation of the traffic control during the shutdown.

The contractor shall coordinate with Southern California Edison (SCE) prior to beginning any work within 10' of any SCE facilities (i.e. pole, transformers, overhead lines, etc). Contractor shall maintain a proper safe distance per SCE requirements.

Temporary pole, signal heads and wiring:

*If shown on the plans, the contractor shall be responsible for providing temporary signal pole, equipment and overhead wiring at locations where a proposed traffic signal pole is to be installed is in conflict or proximity with the existing signal pole/foundation. Contractor shall be responsible to furnish and install all necessary equipment, including, but not limited to temporary poles, temporary foundations, vehicle heads, pedestrian heads, pedestrian push buttons, overhead wires/cables and any auxiliary equipment to provide and maintain the existing signal operation until the new signal is fully functional.*

3. SCHEDULING OF WORK

Signal work shall not commence until such time that the Contractor notifies the project manager of the date that all Contractor furnished materials and equipment are received for each intersection.

4. EXCAVATING AND BACKFILLING

Notification must be provided to Underground Service Alert (Dial 811) at least two working days prior to starting work on any section of excavation.

The Contractor shall determine the location and depth of all utilities, including service connections which have been marked by the respective owners and which may affect or be affected by its operations.

Foundations removed shall be backfilled with one sack cement-sand slurry.

Residents and businesses must be notified immediately of any accidental damage affecting their property, and repairs must be promptly made. Same day repairs of damaged utility services are required.

Where excavations occur in the sidewalks or other pedestrian ways, the Contractor shall provide a safe and orderly pedestrian passage around the excavation area. The pedestrian passage shall not subject pedestrians to hazards from traffic or construction operations, or cause pedestrians to walk upon unsuitable or hazardous surfaces.

Upon project completion, the Contractor shall remove all Underground Service Alert utility markings by high pressure water on concrete surface or on asphalt surface.

## 5. FOUNDATIONS

Foundations shall conform to Section 86-2.03, "Foundations", of the State Standard Specifications.

Where plans show the existing pole to be removed, the contractor shall remove its foundation completely unless specified otherwise.

## 6. GROUND RODS

Copper ground rods shall be installed in the controller pull box adjacent to Type 332/352i cabinet, and in the F-332 foundation. The ground rod shall be 8 foot by ½ inch diameter. A #8 AWG (green) copper wire shall be connected from the cabinet ground terminal bus to the ground rod in the foundation or in the controller pull box. A #8 AWG copper wire shall be connected from one of the cabinet bolts into the foundation to the ground rod.

## 7. CONDUIT

Conduit materials shall conform to Section 86-2.05A, "Material", of the State Standard Specifications except as follows:

Conduit shall be PVC Schedule 80 unless otherwise specified on the Plans.

All conduits terminating in pull boxes and controller cabinets shall have bell or end bushing attached per NEC.

After conductors have been installed, the ends of conduits terminating in pull boxes and controller cabinets shall be sealed with an approved type of sealing compound.

Utility Potholing - The Contractor shall be required to pothole at locations requiring significant vertical excavation and/or involves constructing foundations greater than two (2) feet. Required pothole locations include but are not limited to new signal pole foundations and areas where new conduit will be crossing existing utilities. Contractor shall replace pavement in kind at all potholing locations. When potholing in existing sidewalk, the Contractor shall be responsible to replace the entire sidewalk panel at that location to the satisfaction of the field engineer. The cost for utility potholing and restoration shall be included in the conduit work, and no separate or additional compensation is allowed therefor.

All existing improvements in parkways, including landscaping and sprinklers, shall be protected from damage or injury, or restored to pre-construction condition. New sod of the same type as the existing shall be placed where any lawn is damaged by construction.

## 8. PULL BOXES

Pull boxes shall be No. 6, unless otherwise specified on the plan.

Within the pull box, the conduit shall be placed in a manner that the lowest portion of the conduit opening shall be a minimum of 2" above the bottom of the pull box and the top portion of the opening shall not be less than 8" from the top of the pull box. The conduit shall also be placed in such a manner to allow the cable/wire to be pulled in a straight line and clear the side of the pull box by 2".

All No. 5 and No.6 pull boxes shall be reinforced concrete with etched polyethylene face, and a plastic rim with Fiberlyte or equivalent lid with non-locking cover and shall be Christy Products or approved equivalent. Extensions shall be used where required. All pull box covers shall be marked with the word "Traffic Signal".

At locations where a new pull box is being installed, the Contractor shall replace the entire sidewalk panel from joint to joint at that location.

#### 9. CONDUCTORS AND CABLES

Conductors and cable shall comply with Section 86-2.08, "Conductors and Cables" of the of the State Standard Specifications and shall be per Plans.

Each communication cable shall be identified in all communication cabinets and splice vaults by a plastic tag 1-inch by 4-inch in size, with the cable run identification characters in ½-inch letters and secured to the cable with two nylon tie-wrap devices. Each cable shall be identified in all controller cabinets by a plastic tag ½-inch by 2-inch in size, stamped with the cable run identification characters in ¼-inch letters and secured to the cable with two nylon tie-wrap devices.

A 3/16-inch polypropylene pull rope shall be included in every run of conduit where signal wiring, interconnect wiring, detector lead-in cables (DLC), fiber optic cable, or any combination of such cables are newly installed.

#### DLC WIRING

The contractor shall install DLC cables in the new conduit and existing conduits as shown on the plans. The existing conduit condition is unknown. The contractor shall make reasonable effort to clean debris and free cable to pull in the new cables. This may include the blowing air or liquid to make a path. Existing conduit damaged point repair shall be compensated as extra work.

#### 10. VEHICLE SIGNAL FACES

Vehicle signal heads shall be in accordance with Sections 86-4.01, "Vehicle Signal Faces," 86-4.01D "Light Emitting Diode Signal Modules" and 86-4.01E, "Backplates," of the State Standard Specifications, except as modified or supplemented herein.

All new traffic signal head and pedestrian head housings shall be black polycarbonate with color retention. New traffic signal indications shall be 12" LED type and pedestrian indications shall be two-sections with LED lamps and with countdown numerals, unless otherwise specified. The LED module shall be one listed on the authorized Material List for LED traffic signals.

New signal visors shall have a full circle cross section. They shall be removable black polycarbonate units with color retention. Standard visors shall have a length of 12". Long visors, where specified, shall have a length of 27". Beveled visors, where specified, shall have a length on the short side of 12" and a length on the long side of 27". All new traffic signal back plates shall conform to LADOT Standard Plan S-77.8A.

Prior to ordering, vehicle signal mount attaches to the side of a traffic signal pole shall be checked to ensure the signal indications are not blocked by the pole and are visible from the respective approach lanes.

Remove and Salvage all existing vehicle signal faces that are to be replaced by new vehicle signal faces.

#### 11. PEDESTRIAN PUSH BUTTON

Pedestrian push buttons shall be Accessible Pedestrian Signals (APS) per LADOT Standard Plan S-73.2. APS system shall be Polara 2 Wire EZ Communicator Navigator, or City approved equal.

Remove and salvage existing pedestrian signal heads where specified.

**12. FIBER OPTIC CABLE**

Fiber Optic Cable shall consist of twelve (12) count single-mode optical fibers cable as defined herein. Fiber optic cable and materials shall be approved by the Engineer before ordering.

Optical fiber shall be manufactured by Corning, single mode Altos type, and meet the following minimum performance specifications:

Part Number: 012EU4-T4701D20 for 12 strand single mode fiber optic cable

**SINGLEMODE OPTIC FIBER BACKBONE CABLING**

A. Application: Use for intra-building data backbone cabling between the following locations:

1. TR to TR

B. Fiber backbone cabling must be approved and covered by the connectivity manufacturer's warranty

C. Characteristics:

**Outdoor Fiber Optic Cable  
General Specifications**

The cable shall meet all requirements stated in this specification.

The cable shall be an accepted product of the United States Department of Agriculture Rural Utilities Service (RUS) 7 CFR 1755.900 (PL 90) and meet the requirements of ANSI/ICEA Standard for Fiber Optic Outside Plant Communications Cable, ANSI/ICEA S-87-640-2006 and GR-20-CORE.

Design Specifications: For outside plant installations, or those meeting the NEC requirements, Outdoor cable shall be used:

ALTOS (all-dielectric)

ALTOS Lite (armored)

**Outside Plant Cable****Cable Construction**

- a) Optical fibers shall be placed inside a loose buffer tube. The nominal outer diameter of the buffer tube shall be 2.5 mm. The buffer tube shall be polypropylene.
- b) Each buffer tube shall contain up to 12 fibers
- c) The fibers shall not adhere to the inside of the buffer tube.
- d) The buffer tubes shall be resistant to external forces and shall meet the buffer tube cold bend and shrinkback requirements of 7 CFR 1755.900.
- e) Fillers may be included in the cable core to lend symmetry to the cable cross-section where needed. Fillers shall be placed so that they do not interrupt the consecutive positioning of the buffer tubes. In dual layer cables, any fillers shall be placed in the inner layer. Fillers shall be nominally 2.5 mm in outer diameter.
- f) The central member shall consist of a dielectric, glass reinforced plastic (GRP) rod (optional steel central member). The purpose of the central member is to provide tensile strength and prevent buckling of the cable. The GRP rod shall be overcoated with a thermoplastic, when required to achieve dimensional sizing to accommodate buffer tubes/fillers.
- g) Each buffer tube shall contain water blocking material embedded in the inside wall of the buffer tube for water-blocking protection. The water blocking material shall be non-nutritive to fungus, electrically non-conductive, and homogeneous. It shall also be free from dirt or foreign matter. This element will preclude the need for other water-blocking material such as gels, yarns,

- foams, or tapes; the buffer tubes shall be gel-free.
- h) The optical fibers shall not require cleaning before placement into a splice tray or fan-out kit.
  - i) Buffer tubes shall be stranded around the dielectric central member using the reverse oscillation, or "S-Z", stranding process.
  - j) Water swellable yarn(s) shall be applied longitudinally along the central member during stranding. Water blocking elements shall be applied uniformly throughout the buffer tube.
  - k) Two polyester yarn binders shall be applied contrahelically with sufficient tension to secure each buffer tube layer to the dielectric central member without crushing the buffer tubes. The binders shall be non-hygroscopic, non-wicking, and dielectric with low shrinkage.
  - l) For single layer cables, a water swellable tape shall be applied longitudinally around the outside of the stranded tubes/fillers. The water swellable tape shall be non-nutritive to fungus, electrically non-conductive, and homogenous. It shall also be free from dirt and foreign matter.
  - m) For dual layer cables, a second (outer) layer of buffer tubes shall be stranded over the original core to form a two layer core. A water swellable tape shall be applied longitudinally over both the inner and outer layer. The water swellable tape shall be non-nutritive to fungus, electrically non-conductive, and homogenous. It shall also be free from dirt and foreign matter.
  - n) Non-armored cables shall contain one ripcord under the sheath for easy sheath removal. Armored cables shall contain two ripcords under the steel armor for easy armor removal.
  - o) All tensile strength shall be provided by the central member.
  - p) Non-armored cables shall be sheathed with medium density polyethylene (MDPE). The minimum nominal jacket thickness shall be 1.3 mm. Jacketing material shall be applied directly over cable core and water swellable tape. The polyethylene shall contain carbon black to provide ultraviolet light protection and shall not promote the growth of fungus.
  - q) Armored cables without an inner jacket shall have an armor layer applied directly over the cable core and water swellable tape. The armor shall be a corrugated steel tape, plastic-coated on both sides for corrosion resistance, and shall be applied around cable core and water swellable tape with an overlapping seam with the corrugations in register. The outer jacket shall be applied over the corrugated steel tape armor. The outer jacket shall be a MDPE with a minimum nominal jacket thickness of 1.3 mm. The polyethylene shall contain carbon black to provide ultraviolet light protection and shall not promote the growth of fungus.
  - r) The MDPE jacket material shall be as defined by ASTM D1248, Type II, Class C, Category 4 and Grades J4, E7 and E8.
  - s) The jacket or sheath shall be free of holes, splits, and blisters.

#### Identification

- a) Each fiber shall be distinguishable by means of color coding in accordance with TIA/EIA-598-B, "Optical Fiber Cable Color Coding." The fibers shall be colored with ultraviolet (UV) curable inks.
- b) Buffer tubes containing fibers shall be color coded with distinct and recognizable colors in accordance with TIA/EIA-598-B, "Optical Fiber Cable Color Coding."
- c) Buffer tube colored stripes shall be inlaid in the tube by means of co-extrusion when required. The nominal stripe width shall be 1 mm.
- d) For cables containing more than 12 buffer tubes, standard colors are used for tubes 1 through 12 and stripes are used to denote tubes 13 through 24. The color sequence applies to tubes containing fibers only, and shall begin with the first tube. If fillers are required, they shall be placed in the inner layer of the cable. The tube color sequence shall start from the inside layer and progress outward.
- e) Cable jackets shall be marked with the manufacturer's name, month and year of manufacture, sequential meter or foot markings, a telecommunication handset symbol as required by Section 350G of the National Electrical Safety Code®(NESC®), fiber count, and fiber type.

#### Mechanical properties

- a) Maximum short term pulling tension of 600 lbs. and long term pulling tension of 200 lbs.
- b) Minimum Bend Radius during installation shall be 15x OD and during operation 10x OD.



**Singlemode Optical Fiber****General Specifications**

All fiber shall be manufactured using the Outside Vapor Deposition (OVD) process to ensure bandwidth consistency.

Design Specification: The fiber type utilized in the cabling infrastructure shall be of those listed below. Specific requirements for use OS2 shall be defined in project scope.

Corning SMF-28e+® OS2

Single-mode fiber shall meet the specifications listed in Table 4

Single-mode fiber shall meet ITU G.652 (Table D), ITU G.657 (Table A1), IEC Specification 60793-2-50 Type B1.3

**Table 4: Single-mode OS2 Fiber Geometry and Optical Performance**

		OS2
Cladding Diameter ( $\mu\text{m}$ )		$125.0 \pm 0.7$
Core-to-Cladding Concentricity ( $\mu\text{m}$ )		$\leq 0.5$
Cladding Non-Circularity (%)		$\leq 0.7$
Mode Field Diameter ( $\mu\text{m}$ )		
	1310 nm	$8.6 \pm 0.4$
	1550 nm	$9.8 \pm 0.5$
Coating Diameter ( $\mu\text{m}$ )		$242 \pm 5$
Fiber Curl radius of curvature (m)		$> 4.0$
Point discontinuity (dB)		
	1310 nm	$\leq 0.05$
	1550 nm	$\leq 0.05$
Macrobend Attenuation (dB)		
Mandrel OD	7.6 mm	
20 mm		$< 0.50$ at 1550 nm
20 mm		$< 1.5$ at 1625 nm
30 mm	10	$< 0.05$ at 1550 nm
30 mm	10	$< 0.30$ at 1625 nm
60 mm	100	$< 0.01$ at 1625 nm
Cable Cutoff Wavelength (nm)		$< 1260$
Zero Dispersion Wavelength (nm)		$1304 \leq \lambda_0 \leq 1324$
Zero Dispersion Slope ( $S_0$ ) ( $\text{ps}/(\text{nm}^2 \cdot \text{km})$ )		$\leq 0.089$
Total Dispersion ( $\text{ps}/(\text{nm} \cdot \text{km})$ )		
	1550 nm	$\leq 18$
	1625 nm	$\leq 22$
Cabled Polarization Mode Dispersion ( $\text{ps}/\sqrt{\text{km}}$ )		
	PMD Link Design Value	$< 0.06$
	Max Individual Fiber	$< 0.1$

D. Manufacturer: Corning

**Fiber Optic Cable Installation**

All Fiber Optic Cable installations shall include fiber optic cables and pull tape to remain for future to all conduits as defined on the plans and per these technical specifications, and a solid No. 10 green insulated copper trace wire.

Fiber Optic Cable (SMFO) shall be continuous and unspliced between cabinets, with splicing permitted only at designated splice cabinet locations.

The contractor shall be Corning Network of Preferred Installers (NPI) certified. Installation procedures shall be in conformance with the procedures specified by the cable manufacturer for the specific cable being installed. The contractor shall submit the manufacturer's recommended procedures for pulling fiber optic cable to the Engineer at least 20 working days prior to installing cable.

During cable installation, the bend radius shall be maintained at a minimum of twenty times the outside diameter. In no case shall the cable exceed the minimum bending radius of the cable for installation. At each intermediate pull box, provide at least two turns of slack of the fiber optic cable neatly coiled and secured. This slack could be used in the future for emergency cable repairs.

Fiber optic cable shall be installed using a cable pulling lubricant recommended by the fiber optic cable and/or the innerduct manufacturer.

Pull conductors into conduit by hand, using pull tape as specified herein. Do not use winches or other power actuated pulling equipment. If adding new conductors or removing existing conductors, remove all conductors, clean the conduit under Caltrans section 86-2.05C, and all pull all conductors in the conduit as 1 unit.

Any damaged or broken optical fiber cable shall be replaced at the contractor's expense and at no additional compensation. Damaged SMFO shall not be repaired, reused or spliced on this project.

Fiber optic cable shall be installed without splices except where specifically allowed on the drawings and identified herein. Splices shall be permitted only as authorized in writing by the Engineer. Any midspan access splice or FDO termination shall involve only those fibers being spliced as shown on the drawings. Cable splices shall be located in splice closures within identified cabinets. A minimum of 50 feet of slack shall be provided for each fiber optic cable at each splice vault. Slack shall be divided equally on each side of the fiber optic splice closure.

The project limit SMFO cable shall be tested end to end via OTDR, Power Meter and Light Source, in accordance with EIA Optical Test Procedure 171, and wavelengths specified for the OTDR tests. The differential in test results shall not exceed 0.5 dB. Should the link loss exceed the calculated link loss, the SMFO shall be removed and replaced only between the two stipulated splice points at contractor's expense. Removal of small sections of cable and or additional splices shall not be permitted.

#### **Fiber Termination Hardware**

Fiber Optic Pigtails and Jumpers

- A. General: To maintain channel integrity, optical fiber patch cords and pigtails shall be fabricated to meet the performance parameters corresponding to the optical fiber cable approved product type specified below. Patch cord and pigtail plug connectors shall be equipped with boots, and shall have same colors as related optical fiber backbone cables, unless specified or indicated otherwise. Optical fiber patch cords and pigtails shall be available with the following options as specified or indicated:
1. Termination types: LC/SC (unless otherwise specified)
  2. Connector/cable configuration: Simplex and Duplex
  3. Fire ratings: Riser or Plenum
  4. Simplex patch cord outside diameters: 2.0 millimeters (0.079 inches)
  5. Pigtails: Tight-buffered optical fiber, 0.9 millimeters (0.035 inches) outside diameter
  6. Connectors for both pigtails and jumpers shall be factory polished and meet the

following parameters:

<b>Multimode Connectors 50/125 um</b>					
<b>Connector Type</b>	<b>Typical Insertion loss (dB)</b>	<b>Maximum Insertion loss (dB)</b>	<b>Ferrule</b>	<b>Housing</b>	
LC	0.35	0.5	Ceramic	Composite	
SC	0.35	0.5	Ceramic	Composite	
<b>Singlemode Connectors</b>					
<b>Connector Type</b>	<b>Typical Insertion loss (dB)</b>	<b>Maximum Insertion loss (dB)</b>	<b>Typical Reflectance (dB)</b>	<b>Ferrule</b>	<b>Housing</b>
LC UPC	0.15	0.4	≤ -55	Ceramic	Composite
SC UPC	0.15	0.4	≤ -55	Ceramic	Composite

7. Standard Jumpers shall comply with the following:
- The jumper shall be a 2-fiber cable assembly terminated with LC duplex connectors on both ends. Jumpers shall also be available with LC duplex at one end and SC Duplex at the other end.
  - Jumper shall be available in riser and plenum. Plenum or riser requirements shall be defined in scope of work.
  - The jumper shall be constructed with a single 2 mm zip cord cable
  - Jacket color shall be yellow for single-mode assemblies and aqua for multimode 50 um OM3/OM4 assemblies.

Manufacturer: Corning

### **Fiber Optic Adapter Panels**

#### **General Specifications**

1. Rack and wall mountable connector housings shall accept an interchangeable connector panel. An adapter panel is defined as a modular removable plate containing optical fiber connector adapters.
2. Fiber optic adapter panels shall meet all requirements in this specification

Design Specifications: Corning LANScape CCH Adapter Panels and Pigtailed Panels

#### **Physical Specifications**

1. The adapter panel shall utilize a single mounting footprint and shall be interchangeable between the rack and wall mountable hardware used.
2. The panel shall be attached with two push-pull latches to allow quick installation and removal.
3. The adapter panel shall be available with industry standard single fiber and small form factor multi-fiber adapters, including the SC duplex, ST compatible, LC duplex and MTP.
4. The adapter panel shall OM3, OM4, and OS2 optical fiber.
5. Panels shall be manufactured from injection molded polycarbonate for structural integrity.
6. Panels shall be finished with a wrinkled black texture.
7. Pigtailed panel shall consist of an adapter panel as described above, factory-loaded with factory-terminated pigtails, 3 m in length. The pigtails shall be available in a variety of cable options, a MIC® Cable subunit or ribbon fiber.
8. Blank adapter panels shall be available to fill unused space within housings. The blank

panels shall be manufactured from injection molded polycarbonate and shall be finished with a wrinkled black texture to match the housing. Housings shall be supplied with blank adapter panels for all available positions unless the housing is ordered with optical fiber adapters panels pre-installed. The blank panel shall be attached with at least two spring clips to allow quick installation and removal.

Manufacturer: Corning

### **Fiber Optic Splice Cassettes**

#### **General Specifications**

1. Rack mountable housings shall accept an interchangeable splice cassette. A splice cassette is defined as a removable module that is capable of holding a connector panel and splice organizer for pigtail and through splicing applications.
2. Fiber optic splice cassettes shall meet all requirements in this specification

Design Specifications: Corning LANScape CCH Splice Cassettes

#### **Physical Specifications**

1. The splice cassette shall consist of a base constructed from injection-molded black plastic and a removable hinged lid or cover constructed from injection-molded tinted translucent plastic.
2. The splice cassette shall be available with pre-installed connector pigtails and panels.
3. The splice cassette shall allow one connector panel (as described in 2.3) to be installed into the base.
4. The splice cassette shall be able to hold and contain at least one meter of pigtail fiber slack on the interior floor of the base.
5. The splice cassette shall be able to hold and contain up to one meter of 2.0-3.0 mm buffer tube slack or jacketed pigtail slack (up to 24 fiber) on the exterior bottom of the base.
6. The splice cassette shall contain a pivoting (and removable) splice tray above the base in a horizontal position that rotates up into a vertical position at least 90 degrees relative to the base allowing access to the base.
  - a. The splice tray shall contain one interchangeable splice organizer capable of holding up to (24) splice heat-shrinks, routing tabs and provisions for holding a total of two meters of 250 or 900 micron fiber slack, or 12-fiber ribbon slack (includes both incoming and outgoing fiber slack) and contain slots and provisions for installing cable ties ("ty-wraps") for securing incoming and outgoing buffer tubes and/or jacketed optical fibers.
7. The splice cassette shall contain relief slots for holding up to two buffer tube transition ("fan-out") kits on either side of the base.
8. The splice cassette shall contain two fiber retention tabs behind the connector panel location to maintain fiber below the connections and adapters in an installed connector panel.
9. The splice cassette shall contain two flexible curved tabs for grasping the cassette during installation and removal from the main connector housings.
10. The splice cassette shall contain integral slots on both sides of the cassette to hold and guide the cassette along tracks in the main connector housings.
11. The splice cassette lid/cover shall contain two retention tabs that snap onto the base and also provide slots for securing in a closed position with cable ties ("ty-wraps").
12. The splice cassette shall have a permanent U.L. label affixed that contains the following information: U.L. Listing number 41s4 (Communication Circuit Accessory), Country of Origin (for assembly) and Date and Lot number for manufacturing traceability.
13. The splice cassette shall have a permanent Part Number label affixed that contains the following information: Product description, Product part number (manufacturer's catalog number), Product serial number, Country of manufacturer, and U.S. Patent number.

Manufacturer: Corning

### Fiber Optic Housings

#### General Specifications

Fiber Optic housings shall provide a means for securing, strain-relieving, protecting, and labeling of fiber optic cable terminations. Housings shall be available in both rack-mount and wall-mount configurations, and accept one standard adapter panel footprint for all housings.

Fiber optic housings shall meet all requirements in this specification

#### Design Specifications

Corning Closet Connector Housing (CCH), rack-mount

### Rack-Mount Housing Specifications

1. Housings shall be designed for rack-mounted or frame-mounted applications that support conventional cross-connection and interconnection schemes as well as splicing applications.
2. Housings shall be available in 1U and 3U. One industry standard (EIA compliant) rack unit or panel height (denoted as 1U) is defined as being 44.45 mm (1.75" in height in compliance with EIA-310-D ("Cabinets, Racks, Panels, and Associated Equipment").
3. The housings shall have capacity specifications as listed below in Table 5

**Table 5: Rack Mount Housing Fiber Capacity**

Unit Size	Panel Capacity	Housing Fiber Capacity, using:		
		6f / panel	12f / panel	24f / panel
1U	2	12	24	48
3U	6	36	72	144

4. The housings shall meet the design requirements of ANSI/TIA/EIA-598 and the plastics flammability requirements of UL 94 V-0.
5. The connector housings shall have a labeling scheme that complies with ANSI/TIA/EIA- 606.
6. The housings shall be mountable in an EIA-310 compatible 465 or 592 mm rack.
  - a. The housings shall be mounted with a 12 cm frontal projection with the option to flush mount.
  - b. The mounting brackets shall incorporate tear-drop shaped slots that allow pre-installation of the mounting screws prior to attachment of the mounting brackets to the rack or frame, by symmetric and of the same design for either side of the housing, attach to the side of the housing via screws or fasteners for the 1U, 2U, and 3U, slide into the side of the housing and attach in a "snap-on" manner via flexible retention tabs or buttons for the 4U.
  - c. The 4U housing rear assembly shall be removable from the mounting brackets through depressing internal buttons on both sides of the housing and sliding the housing off of the mounting brackets.
7. The housings shall support cross-connection, inter-connection and/or splicing applications and routing schemes in the same housing.
  - a. The housings shall accommodate direct connectorization via connector panels as specified in 2.3.
  - b. The housings shall accommodate pigtail splicing and through splicing via interchangeable splice cassettes, as specified in 2.3.
8. 1U/3U Housing
  - a. The housings shall have removable top covers, front and rear doors, and a slide-out drawer or tray, and be fully accessible from the top, rear and front sides.
  - b. The housing's slide-out tray shall provide jumper routing guides in the front to protect and manage jumpers. The slide-out tray shall incorporate and allow interchangeable attachment of three (3) jumper routing guides. They shall attach to either panel clip retention blocks or stackable rails. The routing guide shall

- incorporate an indentation on the top surface for grasping to manually assist with pulling out the sliding tray.
- c. The front of the housing and interior slide-out tray shall be accessible via a tinted translucent door. It shall also contain jumper egress openings on both sides. The door shall be removable from metal hinges by removing a single screw on each side of the door.
  - d. The rear of the housings and interior slide-out tray shall be accessible via a metal door. The rear door shall incorporate pre-stamped punch-out openings that will allow fiber optic cable to enter the housing perpendicular to the rear of the housing. The rear door shall be removable from metal hinges by removing a single screw on each side of the door
  - e. The top of the housings shall be accessible via two slide-out top covers that converge and interface in the center of the housings via two alternating support tabs. The top covers shall be made from tinted translucent injection-molded plastic and incorporate pockets or slots for containing two labels cards.
  - f. The housing shall provide means for strain-relieving fiber optic cables.
  - g. External strain-relief shall be achieved through attachment of an external strain-relief bracket that attaches onto either side of the housing via two fasteners. The external strain-relief bracket shall be of a two-piece design that allows disassembly and reassembly such that it can be used in a universal fashion on either side of the housing and with either top or bottom cable entry into the housing.
  - h. Internal strain-relief shall be achieved through attachment of an internal strain relief bracket that mounts on the floor of the rear of the housing via retention studs and a spring-loaded plunger. The internal strain-relief bracket be installable on either side of the rear of the housing and of a singular design for either side and be removable and its support plate shall not interfere with removal or sliding action of the interior tray.
  - i. The housing's interior tray shall contain provisions for routing and maintaining fiber optic cable components, including cable sub-units and buffer tube, 900 um optical fiber, and buffer tube transition kits.
    - i. The sliding tray of the housing shall provide holes or slots for the installation (and removal) of fiber retention or slack management clips.
    - ii. The sliding tray of the housing shall provide holes or slots for the installation (and removal) of transitional strain-relief clips
    - iii. The sliding tray shall contain an embossed pattern that conveys the routing path that optical fiber and cable sub-units should follow in routing from cable entry to the fiber optic panels contain within the housing.

Manufacturer: Corning

#### 9. Underground Splice Enclosure

Corning Splice Closure (SCF) with Mechanical End Cap is designed for splicing fibers in aerial, duct and buried applications. These sealed canister closures are available in configurations that can accommodate from 72 to 576 single fiber splices, or from a 288- to 1296-fiber capacity if splicing ribbons.

Allowing reel-end to reel-end splicing in the open ribbon system (ORS), the SCF closures offer split end caps for convenient installation of uncut cables. The QUICKSEAL™ Mechanical Seal drop cable ports allow quick and easy installation during the initial build or for future expansion.

The consolidation of multiport tails for up to 24 flat cables is accomplished with optional add-a-cablekits. Designed for configuration flexibility, these closures offer expanded slack storage, various tray heights and mass platform storage.

Approval and Listings Telcordia GR-771 tested

**Optical Fiber Connections – SM and MM**

- A. Adhere to all manufacturer installation guidelines.
- B. Connector shall be installed with less than 0.5 dB of attenuation per mated pair.
- C. SM and MM Connectors must be fusion-spliced utilizing factory polished pigtails with a maximum loss of 0.10 dB per splice.

**Splicing of Fiber Optic Cable**

Splicing shall be performed by the fusion technique. Cables shall be prepared and spliced in accordance with the cable manufacturer's recommendations. Completed splices shall be protected by heat shrinkable tubing conforming to 209-3.8.3 Heat-Shrink Tubing per APWA Greenbook 2012 Edition.

Completed splices shall be enclosed in re-enterable splice enclosures that seal to form a moisture resistant enclosure. The splice case or enclosure shall contain a removable splice organizer or crib that shall secure the individual fibers and protect the splices. The splice organizer or crib shall be attached to the steel strength members in the fiber optic cable and shall be bonded to a ground stud on the exterior of the splice case or enclosure. There shall be adequate space inside the enclosure to hold at least 3 feet (1m) of cable. Splice enclosures shall be specified in the Special Provisions. Fiber optic cable shall only be spliced at the locations shown on the Plans or specified in the Special Provisions.

The individual fibers shall be looped one full turn within the splice tray to avoid micro bending. A 45 mm minimum bend radius shall be maintained during installation and after final assembly in the optical fiber splice tray. Each bare fiber shall be individually restrained in a splice tray. The optical fibers in buffer tubes and the placement of the bare optical fibers in the splice tray shall be such that there is no discernible tensile force on the optical fiber.

All cables, panels, jumpers, ports and termination points shall be neatly labeled for use and direction by use of permanent label material. Hand-written labels shall not be allowed.

**Test Process**

1. The City reserves the right to be present during any or all of testing.
2. Testing shall be of the optical link. An optical fiber link is defined as the passive cabling network between two optical cross-connects (patch panels or outlets). This includes cable, connectors and splices but does not include active components. The link test contains the representative connector loss at the patch panel associated with the mating of patch cables but does not include the performance of the connector at the equipment interface.
3. All cabling not tested strictly in accordance with these procedures shall be retested at no additional cost to the City.
4. 100% of the installed cabling must be tested. All tests must pass acceptance criteria defined in this test specification.
5. Either the test equipment shall be fully charged prior to each day's testing or a fresh set of batteries shall be brought to the job site.

**Standards Compliance and Test Requirements**

1. Unless otherwise specified, multimode and single-mode fiber cable must meet the transmission performance parameters as specified in ANSI/TIA-568-C.3. Multimode fiber shall have core/cladding dimensions of 50/125 um unless otherwise specified in the scope-of-work. Single-mode fiber shall be Class IVa dispersion-unshifted fiber.
2. Testing of installed Multimode fiber optic cable.
  - a. Link attenuation shall be tested in accordance with ANSI/TIA-568-C.0 Reference measurements shall be made in accordance with one jumper reference method or equivalent. Optical loss shall be measured on each fiber at 850 nm and 1300

- nm for multimode fiber and 1310 nm and 1550 nm for singlemode fiber.
- b. Link length shall be optically measured or calculated using cable sheath length markings.
  - c. Cabling shall meet the following loss and length criteria for either horizontal or backbone links depending upon application. Horizontal cabling is the cable between and including the telecommunications outlet/jack and the horizontal cross connect. Horizontal links are a maximum of 90 m (295 ft) in length. Backbone cabling is the cable between telecommunications rooms, entrance facilities, and equipment rooms within or between buildings. It includes the cross connect connectors and splices (if any).
  - d. Multimode link criteria:
    - 1) Attenuation 850 nm: fiber length (km) x 2.8 dB/km  
+ number connector pairs x 0.5 dB  
+ number of splices x 0.10 dB
    - 2) Attenuation 1300 nm: fiber length (km) x 1.0 dB/km  
+ number connector pairs x 0.5 dB  
+ number of splices x 0.10 dB
    - 3) Length: 90 m (295 ft)
3. Testing of installed Singlemode fiber cable
- a. Link attenuation shall be tested in accordance with ANSI/TIA-568-C.0. Reference measurements shall be made in accordance with one jumper reference method or equivalent. Optical Loss shall be measured on each fiber at 1310 nm.
  - b. Link length shall be optically measured or calculated using cable sheath length markings.
  - c. Cabling shall meet the following loss and length criteria. Single-mode fiber is typically used in backbone cabling between telecommunications rooms, entrance facilities, and equipment rooms within or between buildings. It includes the cross connect connectors and splices (if any).
  - d. Singlemode Link criteria:
    - 1) Attenuation 1310 nm: fiber length (km) x .5 dB/km  
+ number connector pairs x 0.5 dB  
+ number of splices x 0.10 dB
    - 2) Length: less than 5000 m (16,400 ft)
    - 3) Attenuation 1550 nm: fiber length (km) x .5 dB/km  
+ number connector pairs x 0.5 dB  
+ number of splices x 0.10 dB
    - 4) Length: less than 5000 m (16,400 ft)

#### Documentation

1. Test reports shall be submitted in electronic format.
2. Electronic reports are to be submitted in CD format. CD shall contain the software required to view test results. Electronic reports must be accompanied by a Certificate signed by an authorized representative of the Cabling Contractor warranting the truth and accuracy of the electronic report. Certificate must reference traceable circuit numbers that match the electronic record.
3. Test reports shall include the following information for each cabling element tested:
  - a. Actual measured and maximum allowable attenuation (loss) at the specified wavelengths per section above, and the margin. An individual test that fails the link criteria shall be marked as FAIL.
  - b. Reference method.
  - c. Number of mated connectors and number of splices (if any).
  - d. Actual length and maximum allowable length per Section above. Any individual test that fails the link length criteria shall be marked as FAIL.
  - e. Group refractive index (GRI) for the type of fiber tested, if length was optically



- measured.
  - f. Tester manufacturer, model, serial number and software version.
  - g. Circuit ID number and project/job name. The patch panel / cable label identifier shall be used to designate the circuit I.D.
  - h. Link criteria (Autotest) used.
  - i. Overall pass/fail indication.
  - j. Date and time of test.
4. Test reports shall be submitted within 5 business days of completion of testing.

#### **Test Equipment**

1. Test equipment used under this contract shall be from manufacturers that have a minimum of 5 years of experience in producing field test equipment. Manufacturers must be ISO 9001 certified.
2. All test tools of a given type shall be from the same manufacturer, and have compatible electronic results output.
3. Test equipment shall be capable of measuring relative or absolute optical power in accordance with TIA-568-C.O.
4. Test equipment shall not include the loss or length of the test jumpers in the cable plant measurements.
5. Multimode test equipment shall incorporate both 850 nm and 1300 nm sources in same unit. Singlemode test equipment shall incorporate both 1310 nm and 1550 nm sources in same unit.
6. Sources and meters shall automatically synchronize wavelengths to prevent calibration-related errors.
7. Test equipment shall store at least 100 tests in internal memory.
8. Test equipment shall employ a serial port to facilitate uploading of saved information from tester to PC.
9. The time-of-flight methodology ("Characterized to a certain degree with one single scan along its length with two probes.") shall be employed when optically measuring fiber length.
10. Test equipment capable of measuring a Tx/Rx fiber pair simultaneously is recommended to enhance productivity.

#### **Acceptance**

1. Once all work has been completed, test documentation has been submitted, and the Owner is satisfied that all work is in accordance with contract documents, the Owner shall notify Cabling Contractor in writing of formal acceptance of the system.

#### **Acceptance Requirements**

1. The Cabling Contractor must warrant in writing that 100% of the installation meets the requirements as specified in this test specification.
2. The Owner reserves the right to conduct, using Cabling Contractor equipment and labor, a random retest of up to five (5) percent of the cable plant to confirm documented results. Any failing cabling shall be retested and restored to a passing condition. In the event more than two (2) percent of the retested cable plant fails during retest, the entire cable plant shall be retested and restored to a passing condition at no additional cost to the Owner.
3. Acceptance shall be subject to completion of all work, successful post installation testing which yields 100% PASS rating, and receipt of full documentation as specified in this test specification.

#### **Warranty**

1. The Cabling Contractor shall warrant Installation against all product defects, and that all approved cabling components meet or exceed the requirements of this document.

#### 13. Restoration of Existing Improvements

As part of the utility pothole, conduits, pull boxes, signal pole foundation construction, all damaged AC pavement, PCC improvements, and hardscape/landscaping, irrigation shall be restored/replaced to match existing. AC and PCC improvement shall be saw cut; unless directed otherwise, PCC sidewalk improvement shall be replaced from joint to joint. PCC shall be type 560-C-3250. For PCC pavement, the exact limit of utility pothole or trench restoration will be determined in the field by the inspector. Typical PCC pavement is 10.5" thick and must be open to traffic at 2500psi in 3 days.

All restoration/replacement of existing improvements cost as part of the traffic signal construction shall be included in the traffic signal lump sum bid price.

14. Salvage of existing material and equipment

All existing poles, mast arms, luminaires, signal heads and other equipment removed from the project shall be delivered to the City Yard for future use. The Contractor shall consult with the City traffic signal maintenance staff prior to the removal. If directed by city staff to dispose the material or equipment in lieu of delivering to the city, the Contractor shall disposal of them properly in accordance with applicable regulations.

NOT FOR BIDDING

**ATTACHMENT A**

**CONSTRUCTION PLANS**

**Jefferson Bl. Traffic Signal Communication Improvement Project**

**(6 sheets, separate documents)**

**NOT FOR BIDDING**

**ATTACHMENT B**  
REQUIRED DOCUMENTS

NOT FOR BIDDING

**DOCUMENTATION SUBMISSION REQUIREMENTS**

All of the documentation requirements below shall be submitted complete and signed as necessary. Failure to provide or follow instructions may deem your bid non-responsive.

- A. Bid Submission Checklist:** This form is to be completed and signed verifying bidder has submitted and completed all necessary documentation.
- B. Bid Form:** Bid Form pages C1 to C13 and signed Attachment D Bid Schedule.
- C. Bid Guaranty:** A clearly legible photocopy of Bid Bond/Guaranty as described.
- D. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** Federal certification as described.
- E. Certification of Restrictions on Lobbying:** Federal certification as described.
- F. Proof of Non-Debarment or Suspension (SAM.gov):** This will be an FTA funded contract, as such, Bidder shall not be debarred or suspended from doing business with the federal government. Bidder shall submit proof of non-debarment or suspension, by providing a printout or screenshot from the U.S. Government's official website [www.sam.gov](http://www.sam.gov) showing they are not debarred or suspended with their bid package. If Bidder is not currently registered as a vendor on [www.sam.gov](http://www.sam.gov), then the Bidder shall submit proof of application for registration with the bid package.
- G. Work Schedule:** Provide a work schedule as described in Addendum 1.

NOT FOR BIDDING

## FORM A

### BID SUBMISSION CHECKLIST

This checklist shall be completed and returned with your bid. Failure to return this checklist and the required documents may be cause for considering the bid non-responsive.

	DESCRIPTION	REFERENCE	BIDDER'S INITIALS
1.	Bid Submission Checklist (This Form)	FORM A	
2.	Bid Form and Bid Schedule	Complete Pages C1 to C13 & Attachment D	
3.	Bid Bond/Guaranty (Clearly Legible Photocopy only)		
4.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	FORM B	
5.	Certification of Restrictions on Lobbying	FORM C	
6.	Proof of Non-Debarment or Suspension (SAM.gov)	FORM D	
7.	Work Schedule	SEE ADDENDUM 1	

Company Name	
Name of Bidder initialing document (print)	
Email address of Company Contact	
Signature	
Title	
Date	

SECTION F  
**FORM B**

PAGE F-23

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Pursuant to 49 CFR Part 29, Appendix B)

By signing and submitting this bid, the Bidder is providing the signed certification set out below.

1. 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.
2. The Bidder shall provide immediate written notice to Culver City if at any time the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," 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 (49 CFR Part 29). You may contact for assistance in obtaining a copy of those regulations.
4. The Bidder agrees by submitting this bid that, shall the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.
5. The Bidder further agrees by submitting this bid that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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 the eligibility of its principals. Each participant may, but is not required to, check the non-procurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

1. The Bidder certifies, by submission of this bid or bid, that neither it nor its "principals," as defined at 49 C.F.R. § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. If Bidder is unable to certify to the statements in this certification, Bidder shall attach an explanation to this bid.

Date	
Name of Bidder	
Signature	
Name	
Title	



**FORM C****CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf of \_\_\_\_\_  
 \_\_\_\_\_ 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 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 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.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient shall certify and disclose accordingly.

This certificate is a material representation of fact upon which reliance is 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 undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder / Company Name	
Type or print name	
Signature of Authorized representative	

**FORM D**  
**PROOF OF NON-DEBARMENT OR SUSPENSION**

(\*THIS IS A SAMPLE ONLY)

**WWW. SAM.GOV**

**SAM Search Results**  
**List of records matching your search for:**

**Search Term : new\* flyer\***  
**Record Status: Active**

<b>ENTITY</b>	New Flyer of America Inc.	Status: Active
DUNS: 621887959	+4:	CAGE Code: 3MCK9 DoDAAC:
Expiration Date: Apr 30, 2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 6200 Glenn Carlson Dr		
City: Saint Cloud	State/Province: MINNESOTA	
ZIP Code: 56301-8852	Country: UNITED STATES	

NOT FOR BIDDING

ATTACHMENT C  
FEDERAL CLAUSES

NOT FOR BIDDING

## ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

## AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

## BOND REQUIREMENTS

Bid Guarantee. Bidders shall furnish a bid guaranty in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the Agency. The amount of such guaranty shall be equal to the value or a percentage of the total bid price.

In submitting this bid, it is understood and agreed by bidder that the Agency reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [90] days subsequent to the opening of bids, without the written consent of Agency.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the undersigned bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the

Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

## BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

## BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

## CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

**1 Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

**2 Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

**3 Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45

C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

**4 Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

### (1) Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C.

§ 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this

Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1. Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by

any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**4. Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

### Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

## CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

## CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

**DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT**

- a. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 48 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**DEBARMENT AND SUSPENSION**

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

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

appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

## **DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the Search Results  
Web results

Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

## **ENERGY CONSERVATION**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or



orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## FEDERAL CHANGES

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

### Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

## INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

## PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

## PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

## **SAFE OPERATION OF MOTOR VEHICLES**

### **(2) Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

### **(3) Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

## **SEISMIC SAFETY**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

## **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

(4) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;

(5) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and  
The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

## **TERMINATION**

### **Termination for Convenience (General Provision)**

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid for Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

### **Termination for Default [Breach or Cause] (General Provision)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### **Opportunity to Cure (General Provision)**

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### **Waiver of Remedies for any Breach**

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

### **Termination for Convenience (Professional or Transit Service Contracts)**

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

#### Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

#### Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

#### Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

#### Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

#### Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

## VETERANS HIRING PREFERENCE

Veterans Employment - Recipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

## VIOLATION AND BREACH OF CONTRACT

### Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and 4. The right to money damages.

For purposes of this

Contract, breach shall

include. Rights and

### Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

### Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

### Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

### Performance during Dispute

Unless otherwise directed by Agency, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

### Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

### Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Agency

and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

NOT FOR BIDDING

"General Decision Number: CA20210022 10/01/2021

Superseded General Decision Number: CA20200022

State: California

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

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	02/05/2021
3	02/12/2021
4	03/05/2021
5	03/19/2021
6	06/25/2021
7	07/23/2021
8	07/30/2021
9	08/06/2021
10	08/13/2021
11	08/20/2021
12	09/17/2021
13	10/01/2021

ASBE0005-002 07/05/2021

Rates Fringes

Asbestos Workers/Insulator  
(Includes the application of

all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 47.25	24.45
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 28.92	18.73

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ASBE0005-004 07/01/2019

	Rates	Fringes
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Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 20.63	12.17
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BOIL0092-003 01/01/2021

	Rates	Fringes
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BOILERMAKER.....	\$ 46.03	38.81
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\* BRCA0004-007 05/01/2020

	Rates	Fringes
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BRICKLAYER; MARBLE SETTER.....	\$ 41.53	19.48
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\*The wage scale for prevailing wage projects performed in  
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine  
Palms, Needles and 1-15 corridor (Barstow to the Nevada  
State Line) will be Three Dollars (\$3.00) above the  
standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2019

	Rates	Fringes
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MARBLE FINISHER.....	\$ 33.43	14.11
TILE FINISHER.....	\$ 28.23	12.65
TILE LAYER.....	\$ 40.07	18.36

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BRCA0018-010 09/01/2020

	Rates	Fringes
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TERRAZZO FINISHER.....	\$ 33.66	14.20
TERRAZZO WORKER/SETTER.....	\$ 41.60	14.73

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CARP0213-001 07/01/2021

	Rates	Fringes
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CARPENTER

(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler.....	\$ 44.69	16.28
(5) Sawfiler.....	\$ 44.53	16.28
(6) Scaffold Builder.....	\$ 42.80	16.28
(7) Table Power Saw Operator.....	\$ 44.54	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

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\* CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in "'Rates' column are per day

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\* CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

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\* CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

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ELEC0011-004 07/26/2021

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....	\$ 53.50	3%+28.82
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV,and Underground Systems)		



Journeyman Transportation		
Electrician.....	\$ 51.30	3%+28.97
Technician.....	\$ 38.48	3%+28.97

FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.  
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals,including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical,telephone, cable television and communication systems. Pulling,termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect,detector loop, fiber optic cable and video/cable.

TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

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\* ELEC0011-005 12/28/2020

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 41.52	3%+14.33
Technician.....	\$ 33.30	3%+27.82

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems

Digital data systems Broadband & baseband and carriers  
Point of sale systems VSAT data systems Data communication  
systems RF and remote control systems Fiber optic data  
systems

B. Sound and Voice Transmission/Transference Systems  
Background-Foreground Music Intercom and Telephone  
Interconnect Systems Sound and Musical Entertainment  
Systems Nurse Call Systems Radio Page Systems School  
Intercom and Sound Systems Burglar Alarm Systems  
Low-Voltage Master Clock Systems Multi-Media/Multiplex  
Systems Telephone Systems RF Systems and Antennas and Wave  
Guide

C. \*Fire Alarm Systems-installation, wire pulling and  
testing.

D. Television and Video Systems Television Monitoring and  
Surveillance Systems Video Security Systems Video  
Entertainment Systems Video Educational Systems CATV and  
CCTV

E. Security Systems, Perimeter Security Systems, Vibration  
Sensor Systems  
Sonar/Infrared Monitoring Equipment, Access Control Systems,  
Card Access Systems

\*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in  
raceways performed at the current electrician wage rate and  
fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

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ELEC1245-001 06/01/2021

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 60.19		21.94
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 48.08		20.73
(3) Groundman.....\$ 36.76		20.33
(4) Powderman.....\$ 51.87		18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 59.32		35.825+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly  
rate as vacation pay credit for employees with more than 5

years of service, and 6% for 6 months to 5 years of service.  
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20
OPERATOR: Power Equipment		
(Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20
OPERATOR: Power Equipment		
(Tunnel Work)		
GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:  
\$3.75 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval

Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track

maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS



GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to

Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of

Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

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IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,  
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LAB00300-001 07/01/2021

	Rates	Fringes
Brick Tender.....	\$ 35.82	20.45

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 42.54	21.04
GROUP 2.....	\$ 42.86	21.04
GROUP 3.....	\$ 43.32	21.04
GROUP 4.....	\$ 44.01	21.04
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

#### LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling

of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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LAB00300-005 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LAB00345-001 07/01/2021

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 46.50	20.42
GROUP 2.....	\$ 45.55	20.42
GROUP 3.....	\$ 42.01	20.42

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LAB01184-001 07/01/2021

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 38.89	17.10
(2) Vehicle Operator/Hauler.	\$ 39.06	17.10
(3) Horizontal Directional Drill Operator.....	\$ 40.91	17.10
(4) Electronic Tracking Locator.....	\$ 42.91	17.10
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 40.10	20.12

GROUP 2.....	\$ 41.40	20.12
GROUP 3.....	\$ 43.41	20.12
GROUP 4.....	\$ 45.15	20.12

#### LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LAB01414-001 08/05/2020

Rates	Fringes
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#### LABORER

PLASTER CLEAN-UP LABORER....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

Work on a swing stage scaffold: \$1.00 per hour additional.

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PAIN0036-001 07/01/2020

Rates	Fringes
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#### Painters: (Including Lead Abatement)

(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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PAIN0036-006 10/01/2020

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395.....\$ 39.05		
Remainder of Los Angeles County.....\$ 43.18		20.92
		20.92

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PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....\$ 43.45		23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor,  
from the third (3rd) floor and up Additional \$1.25 per  
hour for work on the outside of the building from a swing  
stage or any suspended contrivance, from the ground up

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PAIN1247-002 01/01/2021

	Rates	Fringes
SOFT FLOOR LAYER.....\$ 38.75		14.03

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PLAS0200-009 08/04/2021

	Rates	Fringes
PLASTERER.....\$ 45.77		18.39

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PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 38.50		25.91

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PLUM0016-001 09/01/2020

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....\$ 50.70		23.73
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....\$ 38.73		22.06
All other work except work on new additions and remodeling of bars,		



restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 52.28	24.71
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 PLUM0345-001 09/01/2020

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 35.30	24.10
Sewer & Storm Drain Work....	\$ 39.39	21.48

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 ROOF0036-002 08/01/2021

	Rates	Fringes
ROOFER.....	\$ 42.07	18.92

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

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 SFCA0669-013 01/01/2021

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.83	26.23

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 SFCA0709-005 01/01/2021

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 48.71	29.15

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 SHEE0105-002 07/01/2021

LOS ANGELES (South of a straight line between Gorman and Big Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	\$ 30.14	10.74

(2) Modernization :  
 Excluding New Construction  
 - Under 5000 sq. ft. Does  
 not include modification,  
 upgrades, energy  
 management, or  
 conservation improvements  
 of central heating and AC  
 equipment.....\$ 27.47                      10.72

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 SHEE0105-003 07/01/2021

LOS ANGELES (South of a straight line drawn between Gorman and  
 Big Pines)and Catalina Island, INYO, KERN (Northeast part, East  
 of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

Rates                      Fringes

SHEET METAL WORKER

(1) Commercial - New  
 Construction and Remodel  
 work.....\$ 50.23                      29.60  
 (2) Industrial work  
 including air pollution  
 control systems, noise  
 abatement, hand rails,  
 guard rails, excluding  
 aritechtrual sheet metal  
 work, excluding A-C,  
 heating, ventilating  
 systems for human comfort...\$ 48.28                      29.46

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 SHEE0105-004 07/01/2021

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North  
 of a straight line drawn between Gorman and Big Pines including  
 Cities of Lancaster and Palmdale) COUNTIES

Rates                      Fringes

SHEET METAL WORKER.....\$ 39.08                      28.84

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 TEAM0011-002 07/01/2020

Rates                      Fringes

TRUCK DRIVER

GROUP 1.....\$ 32.59                      30.59  
 GROUP 2.....\$ 32.74                      30.59  
 GROUP 3.....\$ 32.87                      30.59  
 GROUP 4.....\$ 33.06                      30.59  
 GROUP 5.....\$ 33.09                      30.59  
 GROUP 6.....\$ 33.12                      30.59  
 GROUP 7.....\$ 33.37                      30.59  
 GROUP 8.....\$ 33.62                      30.59  
 GROUP 9.....\$ 33.82                      30.59  
 GROUP 10.....\$ 34.12                      30.59  
 GROUP 11.....\$ 34.62                      30.59  
 GROUP 12.....\$ 35.05                      30.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,

El Centro Naval Facility, Fort Irwin, Marine Corps  
Logistics Base at Nebo & Yermo, Mountain Warfare Training  
Center, Bridgeport, Point Arguello, Point Conception,  
Vandenberg AFB]

## TRUCK DRIVERS CLASSIFICATIONS

### GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2  
axles; Traffic control pilot car excluding moving heavy  
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3  
axles; Boot person; Cement mason distribution truck; Fuel  
truck driver; Water truck - 2 axle; Dump truck, less than  
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete  
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire  
person (\$0.50 additional for tire person); Pipeline and  
utility working truck driver, including winch truck and  
plastic fusion, limited to pipeline and utility work;  
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,  
6-1/2 yds. water level and over; Vehicle or combination of  
vehicles - 4 or more axles; Oil spreader truck; Dump truck,  
16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;  
Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck  
repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles  
or over

GROUP 10: Dump truck - 50 yds. or more water level; Water  
pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine  
with attachments; Winch truck driver - \$1.25 additional  
when operating winch or similar special attachments

### GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this  
contract is covered by the EO, the contractor must provide  
employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"