CITY OF TRACY

SAN JOAQUIN COUNTY, CALIFORNIA

Think Inside the Triangle™

Development Services Department
333 Civic Center Plaza,
Tracy, California 95376
Phone: (209) 831-6400
Fax: (209) 831-4430

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For the Construction
of

11TH STREET EAST TRACY OVERHEAD BRIDGE REPLACEMENT

(N. MacArthur Drive to Cabe Road)
CIP 73063
Federal Project No. BHLS-5192(020)

(FEDERAL DAVIS-BACON WAGE COMPLIANCE REQUIREMENTS APPLY)
NUMBER OF FEDERAL TRAINEES: 12
CONTRACT DBE GOAL: 7.1%

BID OPENING: TUESDAY, MARCH 3, 2015 @ 2:00 PM

Approved for Construction:

1/29/2015

Kuldeep Sharma, P.E. Date
ACTING CITY ENGINEER/PROJECT DIRECTOR

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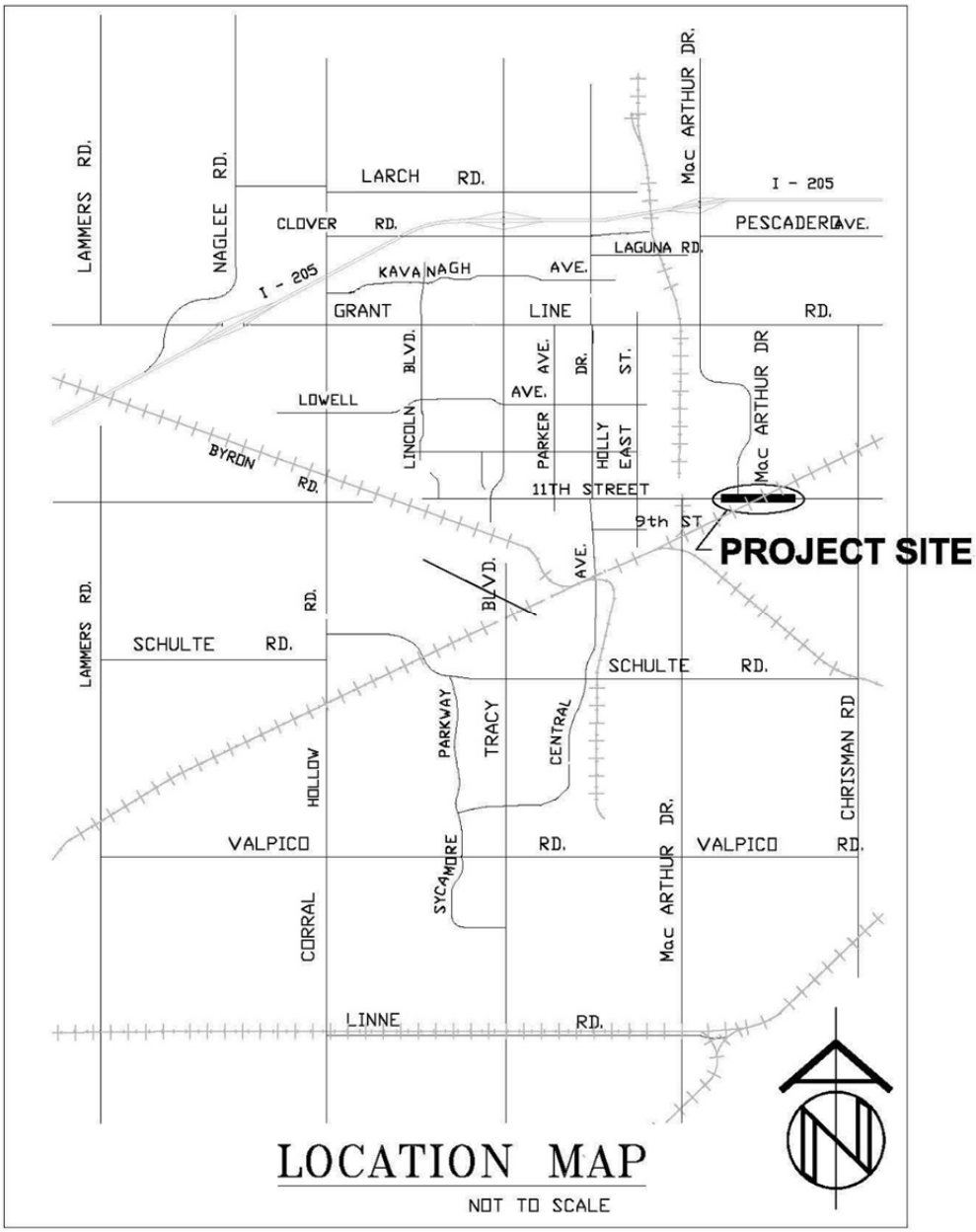

LOCATION MAP

City of Tracy

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

INVITATION FOR BIDS

SUBJECT: INVITATION FOR BIDS

This is to advise you that sealed bids for the work shown on the plans entitled:

11TH STREET EAST TRACY OVERHEAD BRIDGE REPLACEMENT
(N. MacArthur Drive to Cabe Road) CIP 73063
Federal Project No. BHLS-5192(020)

(FEDERAL DAVIS-BACON WAGE COMPLIANCE REQUIREMENTS APPLY)

will be accepted by the City of Tracy, at the City Clerk's Office, City Hall Second Floor, 333 Civic Center Plaza, Tracy, California 95376, until:

TUESDAY, MARCH 3, 2015 @ 2:00 PM

The Project is more specifically defined in the Contract Documents, but generally includes the following work to be done: Replacement of the existing 11th Street OH Bridge with a shorter bridge in combination with retaining walls and embankment fill at the approaches. Construction of a temporary on-site detour bridge to allow the existing bridge to be removed and the new bridge to be constructed in one stage on a similar horizontal alignment as the existing structure. Reconstruction and widening of 11th Street and MacArthur Drive, including the installation of curb and gutter, sidewalk, pavement section, sewer main, sewer manholes, storm drain lines and drainage inlets, non-potable water lines, new traffic signal and traffic signal modifications, decorative street lighting system, improvement of open drainage channel, landscaping and irrigation, and signing and striping. The Engineer's estimate will not be released until the bids are publicly opened.

A Class A, General Engineering Contractor's License is required for this work.

Bids are required for the entire work as described herein, and shall be made upon the Bid Forms included in the attached Bid Documents in accordance with the Notice to Bidders. Bid Documents and Addendums placed on the City Website at www.ci.tracy.ca.us, shall be downloaded and printed for submittal of Bids. Hard copies of the construction documents **are not** available at the Office of Director for sale. For technical questions, please submit in writing to Zabih Zaca at the following email address: zabih.zaca@ci.tracy.ca.us. No verbal questions will be accepted by phone. All questions will be posted on the City website and must be submitted no later than 5 pm on February 18, 2015.

Website should be checked periodically for addendums and other instructions.

Dated: 1/29/2015

By: Carole Fleischmann
Carole Fleischmann, Interim City Clerk
City of Tracy, California

Notice Published: **January 29, 2015**
February 5, 2015

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

NOTICE TO BIDDERS

PUBLIC NOTICE IS HEREBY GIVEN THAT the City of Tracy invites sealed bid proposals for the construction of the

11TH STREET EAST TRACY OVERHEAD BRIDGE REPLACEMENT
(N. MacArthur Drive to Cabe Road)
CIP 73063
Federal Project No. BHLS 5192 (020)

(FEDERAL DAVIS-BACON WAGE COMPLIANCE REQUIREMENTS APPLY)

RECEIPT OF BIDS AND BID OPENING: Bids must be received at the office of the City Clerk, 333 Civic Center Plaza, Tracy, California 95376, not later than the Bid Deadline of

TUESDAY, MARCH 3, 2015 @ 2:00 PM,

at which place and time the bids will be publicly opened and read aloud. Bids are invited on a unit price basis, are required for the entire work described herein, and shall be made upon the Bid Forms provided by the City and in accordance with the Contract Documents. Contractor is advised that the City of Tracy does not allow a bid to be withdrawn once submitted. The City Council also reserves the right to reject any or all bids.

CONTRACT DOCUMENTS: Plans and specifications are on file in the Office of the Director of Development Services and may be examined **only**. Bids are required for the entire work as described herein, and shall be made upon the Bid Forms included in the attached Bid Documents in accordance with the Notice to Bidders. Bid Documents and Addendums placed on the City Website at www.ci.tracy.ca.us, shall be downloaded and printed for submittal of Bids. Hard copies of the construction documents **are not** available at the Office of Director for sale. **For technical questions, please submit in writing to Zabih Zaca at the following email address: zabih.zaca@ci.tracy.ca.us. No verbal questions will be accepted by phone. All questions will be posted on the City website and must be submitted no later than 5 pm on February 18, 2015**.

PROJECT ESTIMATE: The Engineer's Estimate will not be released until the bids are publicly opened.

PROJECT DESCRIPTION: The Project is more specifically defined in the plans and specifications, but generally includes the following work to be done: Replacement of the existing 11th Street OH Bridge with a shorter bridge in combination with retaining walls and embankment fill at the approaches. Construction of a temporary on-site detour bridge to allow the existing bridge to be removed and the new bridge to be constructed in one stage on a similar horizontal alignment as the existing structure. The scope of work also includes reconstruction and widening of 11th Street and MacArthur Drive, the installation of curb and gutter, sidewalk, pavement section, sewer main, sewer manholes, storm drain lines and drainage inlets, non-potable water lines, new traffic signal and traffic signal modifications, decorative street lighting system, improvement of open drainage channel, landscaping and irrigation, signing and striping, dewatering, traffic control and coordination with businesses, residents, and Union Pacific Railroad (UPRR) during construction.

PROJECT LOCATION: On 11th Street between N. MacArthur Drive and Cabe Road, in the City of Tracy, San Joaquin County, California.

TIME OF COMPLETION AND LIQUIDATED DAMAGES: Time is of the essence for completion of this project. Any delay in completion of this project beyond the specified dates will have significant economic impacts to the businesses and general public in and around the city. 11th Street is a principal east-west arterial serving local, truck, and commuter traffic in the City of Tracy, with residents, businesses, and agricultural uses directly adjacent to the project site.

The Contractor shall diligently prosecute the work to completion before the expiration of **FIVE HUNDRED AND FORTY (540)** working days beginning on the day designated in the Notice to Proceed.

If the Contractor fails to complete the work within the above-specified time limit, the Contractor shall pay liquidated damages to the City, computed at the rate in the 2010 Caltrans standard specifications.

The Plant Establishment Period is 90 days.

BID SECURITY: Pursuant to California Public Contract Code Section 20170, each proposal shall be accompanied by a bid security in the form of cash, cahier's or certified check, or bidder's bond made payable to the "City of Tracy" for an amount equal to at least ten percent (10%) of the Bid Amount and no bid shall be considered unless such security is enclosed therewith.

BID GUARANTEE: No bid shall be withdrawn except as provided for pursuant to Public Contract Code Section 5103, and the bidder shall guarantee the Total Bid Price for a period of ninety (90) calendar days from the date of the bid opening.

CONTRACTOR'S LICENSE: Bidders are to be licensed in accordance with the provisions of the "Contractor's License Law," Chapter 9 of Division 3 of the State Business and Professions Code. In addition, at the time of submitting the bid, bidder must have one of the following classification(s) of contractor's license: **Class A, General Engineering Contractor's License**

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

PREVAILING WAGE: The work contemplated by this contract is a public work subject to prevailing wages under California Labor Code Section 1770 *et. seq.* The successful bidder will be required to pay not less than the prevailing rate of per diem wages as determined by the California Department of Industrial Relations or Federal Minimum Wage Rates as determined by the United States Secretary of Labor in effect on the date the work is performed.

BONDS AND INSURANCE: All contractors are required to furnish to the City faithful performance, labor and materials, and warranty bonds and insurance, as required in the specifications.

SECURITIES SUBSTITUTION: Pursuant to California Public Contract Code Section 22300, and at the request and expense of the Contractor to whom the Contract is awarded, securities of a value equivalent to the retention amount, in a form approved by the City, shall be permitted in substitution for money withheld by the City to ensure performance under the Contract.

PRE-BID CONFERENCE: A non-mandatory pre-bid conference will be held at **10:00 AM**, on **Wednesday February 11, 2015,** Conference Room 109, at the Tracy City Hall, located at 333 Civic Center Plaza, Tracy, CA 95376. All prospective bidders are highly encouraged to attend this meeting.

REQUESTS FOR CLARIFICATION AND PROJECT COMMUNICATION: In the event the bidder has any questions as to the meaning of any part of the plans and specifications, or if the bidder finds any error, inconsistency, or ambiguity in the Contract Documents, the bidder shall make a written request for clarification prior to submitting its bid. All questions and comments regarding the plans and specifications should be directed to the Project Manager indicated below and will only be responded to if received in writing by 5 pm on February 18, 2015. Questions received after this time and date may not be addressed.

City of Tracy – Development Services Department
333 Civic Center Plaza, Tracy, CA 95376
Attention: Zabih Zaca, Senior Civil Engineer
zabih.zaca@ci.tracy.ca.us
Telephone: (209) 831-6452
Fax: (209) 831-4430

PROJECT REQUIREMENTS: For general and legal requirements concerning the work, see the Caltrans 2010 Standard Specifications and the General Provision. For project specific requirements see the Special Provisions and Technical Provisions.

FEDERAL PROJECT REQUIREMENTS:
Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the County in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates are set forth in the General Prevailing Wage Rates, available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov/DLSR/PWD. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth and are available for viewing at the U.S. Department of Labor's Internet web site at http://origin.www.gpo.gov/davisbacon/. A copy of the rates has been included in the project specifications, which may be examined at the offices described above where project plans and specifications may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to Contract Document plan holders of record. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the Contract Documents. If there is a difference between the minimum wage rates predetermined by the United States Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor,

the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

Bidders are advised that, as required by federal law, the City of Tracy is implementing new Disadvantaged Business Enterprise requirements for Disadvantaged Business Enterprises (DBE). Standard Specifications, Section 2.12, "Disadvantaged Business Enterprises" and Section 5.13B, "Disadvantaged Business Enterprises" under subsection titled "Subcontracting" cover the DBE requirements. **The DBE Contract goal is 7.1 percent.**

This contract is subject to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and Section 1518 of MAP-21 of October 1, 2012, and the regulations adopted pursuant thereto.

In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the State Standard Specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

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

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

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

PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS:

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

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SCHEDULE OF REQUIRED
BID DOCUMENTS AND AGREEMENT FORMS

The following documents must be completed, signed and submitted as part of the Bid Proposal, **prior to the bid opening**.

- Bid Proposal with all Blanks Filled in
- Bid Schedule
- Designation of Subcontractors
- Certifications and Affidavits:
  - Non-Collusion Affidavit
  - Public Contract Code Section 10285.1 Statement
  - Public Contract Code Section 10162 Questionnaire
  - Public Contract Code Section 10232 Statement
  - Debarment and Suspension Certification
  - Non-Lobbying Certification
  - Disclosure of Lobbying Activities Form
  - Bidder's Qualifications
  - Bidder's References
- Signature of Bidder
- Bid Guarantee (Bid Bond attached)
- Addendum, if any (not attached) – signature page to be signed and submitted by bidder.

The following documents, if not submitted with the bid proposal, must be completed, signed and submitted **within 4 days of the bid opening:**

- Exhibit 15-G Local Agency Bidder DBE Commitment
- Exhibit 15-H DBE Information – Good Faith Efforts
- Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE)
- Equal Employment Opportunity Certification

The following documents must be completed, signed and submitted after approval and award of the Contract, **prior to the Notice to Proceed**.

- Agreement
- Faithful Performance Bond
- Labor and Material Bond
- Warranty Bond
- General Liability Endorsement
- Automobile Liability Endorsement
- Worker's Compensation / Employers Liability Endorsement
- Certifications
  - Workers Compensation Certification
  - Certification of Safety Requirements for Contractors and Vendors
  - Davis-Bacon Act Compliance
  - Non-Segregated Facilities
  - Drug-Free Workplace
- Escrow Agreement for Security Deposits in Lieu of Retention (Optional)

The following documents must be completed, signed and submitted **prior to final acceptance**:

- Guarantee
- Stop Notice Releases, if any (form not included)
- Record Drawings (not included)

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CITY OF TRACY

DEVELOPMENT SERVICES DEPARTMENT

BID PROPOSAL

FOR:

11TH STREET EAST TRACY OVERHEAD BRIDGE REPLACEMENT
(N. MacArthur Drive to Cabe Road)
CIP 73063
Federal Project No. BHLS-5192(020)

(FEDERAL DAVIS-BACON WAGE COMPLIANCE REQUIREMENTS APPLY)

IN

CITY OF TRACY, COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

For use in Connection with the Standard Specifications for Public Works Construction (Greenbook), Standard Plans for Public Works Construction, 2010 Standard Specifications, Revised Standard Specifications, and Standard Plans of the California Department of Transportation, the latest issue of the General Prevailing Wage Rates and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Project: **11TH STREET EAST TRACY OVERHEAD BRIDGE REPLACEMENT**
(N. MacArthur Drive to Cabe Road)
Federal Project No. BHLS-5192(020)

(FEDERAL DAVIS-BACON WAGE COMPLIANCE REQUIREMENTS APPLY)

Project Number: 73063

Bid Opening Date: TUESDAY, MARCH 3, 2015 @ 2:00 PM

NOTE: All portions of all pages included within this section, and acknowledgement of receipt of any issued addenda must be properly completed, signed, and submitted with the bid. Failure to do so may result in the bid being deemed non-responsive by the City.

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Signature of Bidder P-45
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BID PROPOSAL

BID TO: The Honorable Mayor and City Council Members
Attn: City Clerk
City of Tracy
333 Civic Center Plaza
Tracy, California 95376

FOR: **11TH STREET EAST TRACY OVERHEAD BRIDGE REPLACEMENT (N. MacArthur Drive to Cabe Road)**

CIP 73063
Federal Project No. BHLS-5192(020)

(FEDERAL DAVIS-BACON WAGE COMPLIANCE REQUIRMENTS APPLY)

BID FROM:

Bidder's Company Name: _____

Contact Person: _____

Business Street Address: _____

City, State, Zip Code: _____

Phone No.: ( ) _____

Fax No.: ( ) _____

Contractor License No.: _____

Date Bid Submitted: _____

Dear Mayor and City Council Members:

I, as bidder, declare that I have satisfied myself as to the actual conditions and requirements of the work by careful examination of the location of the proposed work, by examination of the plans and specifications including the Notice to Bidders, and by other measures, and that after submission of the bid, I will not dispute, complain or assert that there was any misunderstanding in regards to the nature or amount of work to be done.

I hereby certify that only those parties interested in this proposal as principals are named in this proposal and that this bid is genuine, and not sham, collusion, or made in the interest or in behalf of any person not named. I have not directly or indirectly induced or solicited any other bidder, person, firm or corporation to put in a sham bid, or refrain from bidding, and have not in any manner sought by collusion to secure for myself an advantage over any other bidder.

I agree that if this proposal is accepted, I will contract with the City of Tracy in the form of agreement proposed, will provide all bonds and insurance certificates as required by the agreement and will furnish all equipment and materials and perform all the labor required to complete the work in accordance with the plans, specifications and other contract documents, for the unit or lump sum prices set forth in the Bid Schedule.

I have carefully checked all of the figures in the Bid Schedule and understand that the City shall not be responsible for any errors or omissions on my part in making up this bid. I agree that this bid may not be withdrawn for a period of 90 calendar days from the date of the bid opening and that the City reserves the right to reject any or all bids.

BIDDING REQUIREMENTS

The work to be done and referred to here is in the City of Tracy, County of San Joaquin, State of California, and shall be constructed in accordance with all provisions of the project specifications and project plans including: any addenda; the Agreement; the City and County Standard Specifications, current edition; the Standard Plans, current edition; the Standard Specifications and Standard Plans of the California Department of Transportation, current edition; the Labor Surcharge and Equipment Rental Rates; and payment of not less than the latest issue of the State General Prevailing Wage Rates in effect on the date the work is performed.

For each of the various contract items of work designated on the Bid Schedule, the bidder shall set forth a unit or lump sum price which the bidder shall then use to calculate and designate a total cost for each item of work based upon the designated estimate of the quantities of work to be done, all in clearly legible figures in the respective spaces of the Bid Schedule provided for this purpose.

The bidder shall include in the unit or lump sum prices paid for the various contract items of work full compensation for conforming to the requirements of the Contract Documents and for completing all of the work required. No additional compensation shall be granted for any additional items unless categorized and approved as extra work under the terms of the agreement.

The estimate of construction quantities set forth in the Bid Schedule is approximate only, being given only as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond with those estimated quantities. The City reserves the right to increase the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer.

If the City accepts this proposal and the bidder fails to enter into the contract and/or fails to furnish bonds as required by the specifications with sureties satisfactory to the City within ten (10) calendar days after the bidder has received notice from the City that the contract has been awarded, the City may, at its option, determine that the bidder has breached and abandoned the contract, and thereupon, the bid security accompanying this proposal shall be forfeited and become the property of the City.

The Notice to Proceed will not be issued until after the contract has been fully executed. The contractor shall commence the work under the contract within fifteen (15) days following the date of the Notice to Proceed, or as otherwise specified in the project specifications, and shall diligently prosecute the project to completion within the time specified. The contract completion period is inclusive of the time needed for material delivery.

Bidder shall comply with the requirements of the California Labor Code, including sections 1770 *et seq.*, and pay not less than the higher of the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations or Federal minimum wage rate as predetermined by the United States Secretary of Labor. Copies of such prevailing rate of per diem wages are on file at the office of the city, which copies shall be made available to any interested party upon request. The Contractor shall post a copy of such determination at the job site.

As required by Section 6705 of the California Labor Code and in addition thereto, for any excavation of any trench or trenches five feet (5') or more in depth, the Contractor shall submit to the Engineer for acceptance, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be

made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. Structural calculations prepared, stamped and signed by a Registered Engineer licensed to practice in the State of California shall accompany the plan to verify the structural safety and adequacy of the sheeting, shoring and bracing to be used on the project. No such plan shall allow any shoring, sloping or a protection system less effective than that required by the Construction Safety Orders of the State Division of Occupational Safety and Health.

In accordance with the provisions of Section 1860 of the Labor Code, prior to performing work on the Contract, each Contractor to whom a public works contract is awarded shall sign and file with the City the Worker's Compensation Certification included in the "Agreement and Agreement Forms" section of these specifications.

Any protest of the proposed contract award must be submitted in writing to the City no later than 5:00 p.m. on the fifth business day following the date of the bid opening. The protest must include the name, address, and telephone number of the person representing the protesting party. In addition,

(a) The party filing the protest must have submitted a bid for the Project. A Subcontractor of a party filing a bid for the project may not submit a bid protest.

(b) The protest must contain a complete statement of the basis for the protest, and refer to the specific portion of the Contract Documents or the specific statute that forms the basis for the protest.

(c) The party filing the protest must concurrently transmit a copy of the protest to the proposed awardee.

Any bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

The City shall review all timely protests prior to the award of contract. The City shall not be required to hold an administrative hearing to consider any protests, but may do so at its option. At the time of the City Council's consideration of the project award, the City Council shall also consider the merits of any timely protests. The City Council may either reject the protest and award the project to the lowest responsible bidder or accept the protest and award the project to the next lowest responsible bidder. Nothing in this section shall be construed as a waiver of the City Council's right to reject all bids.

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BID SCHEDULE

11TH STREET EAST TRACY OVERHEAD BRIDGE REPLACEMENT PROJECT
(N. MacArthur Drive to Cabe Road)
CIP No. 73063
Federal Project No. BHLS-5192(020)

All applicable sales taxes, state and/or federal, and any other special taxes, patent rights or royalties are included in the price quoted in the bid.

In the case of a discrepancy between the product of the "Estimated Quantity" and the "Unit Price" with the "Item Total", the product of the "Estimated Quantity" and the "Unit Price" shall prevail and the figure shown as the "Item Total" shall be adjusted accordingly. In the case of a discrepancy between the sum of the figures in the "Item Total" column (adjusted per the previous sentence, if necessary) and the amount set forth as the "Total Base Bid Amount", the sum of the figures in the "Item Total" column shall prevail and the amount shown as the "Total Base Bid Amount" shall be adjusted accordingly.

(F) shall designate Final Pay Items. (P) or (P-F) are items eligible for payment as materials on hand.

BASE BID ITEMS ARE AS FOLLOWS:

No.	P/F	Bid Item No.	Bid Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
1		999990	MOBILIZATION	LS	1		
2		051000	RAILROAD FLAGGING	DAYS	250	$1300.00	$325,000.00
3		052000	TRACK SETTLEMENT MONITORING	LS	1		
4		053000	BALLAST TAMPING	EA	2		
5		066013	CONSTRUCTION STAKING	LS	1		
6		066018	FURNISH FIELD OFFICE	LS	1		
7		070030	LEAD COMPLIANCE PLAN	LS	1		
8		080050	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1		
9		120000	PROJECT FUNDING SIGN	EA	2		
10		120090	CONSTRUCTION AREA SIGNS	LS	1		

No.	P/F	Bid Item No.	Bid Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
11		120100	TRAFFIC CONTROL SYSTEM	LS	1		
12		120110	FLASHING ARROW SIGN	EA	2		
13		120120	TYPE III BARRICADE	EA	26		
14		120149	TEMPORARY PAVEMENT MARKING (PAINT)	SQFT	1540		
15		120159	TEMPORARY TRAFFIC STRIPE (PAINT)	LF	17100		
16		120165	CHANNELIZER (SURFACE MOUNTED)	EA	450		
17		128651	PORTABLE CHANGEABLE MESSAGE SIGN	EA	5		
18		129000	TEMPORARY RAILING (TYPE K)	LF	5800		
19		12XXXX	TEMPORARY ACCESS ROAD	LS	1		
20		129110	TEMPORARY CRASH CUSHION	EA	10		
21		130100	JOB SITE MANAGEMENT	LS	1		
22		130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
23		130330	STORM WATER ANNUAL REPORT	EA	3		
24		130550	TEMPORARY HYDROSEED	SQYD	1280		
25		130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	16		
26		130640	TEMPORARY FIBER ROLL	LF	4690		
27		130680	TEMPORARY SILT FENCE	LF	2140		

No.	P/F	Bid Item No.	Bid Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
28		130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	9		
29		130730	STREET SWEEPING	LS	1		
30		130900	TEMPORARY CONCRETE WASHOUT FACILITY	EA	2		
31		141000	TEMPORARY FENCE (TYPE ESA)	LF	810		
32		150203	ABANDON CULVERT (10")	EA	1		
33		150204	ABANDON CULVERT (48" RCP)	LF	225		
34		150608	REMOVE CHAIN LINK FENCE	LF	45		
35		150662	REMOVE METAL BEAM GUARD RAILING	LF	522		
36		150685	REMOVE IRRIGATION FACILITY	EA	1		
37		150712	REMOVE PAINTED PAVEMENT MARKINGS	SQFT	820		
38		150714	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	14000		
39		150722	REMOVE PAVEMENT MARKERS	EA	1770		
40		150742	REMOVE ROADSIDE SIGN	EA	22		
41		150749	REMOVE POST (METAL TUBULAR)	EA	2		
42		150771	REMOVE ASPHALT CONCRETE DIKE	LF	1325		
43		150812	REMOVE PIPE (10" SD)	LF	39		
44		150812	REMOVE PIPE (12" SD)	LF	18		

No.	P/F	Bid Item No.	Bid Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
45		150812	REMOVE PIPE (24" RCP SD)	LF	73		
46		150812	REMOVE PIPE (48" RCP SD)	LF	587		
47		150820	REMOVE INLET	EA	4		
48		150821	REMOVE CONCRETE HEADWALL	EA	4		
49		150826	REMOVE STORM DRAIN MANHOLE	EA	4		
50		150859	REMOVE ASPHALT CONCRETE OVERSIDE DRAIN	EA	3		
51		150860	REMOVE BASE AND SURFACING	CY	1840		
52		150880	REMOVE TEMPORARY DETOUR	LS	1		
53		151540	RECONSTRUCT CHAIN LINK FENCE	LF	35		
54		151XXX	RECONSTRUCT RAILING (METAL TUBULAR)	LF	260		
55		151XXX	RECONSTRUCT SIGN	EA	2		
56		152XXX	RELOCATE SURVEY MONUMENT	EA	8		
57		152320	RESET ROADSIDE SIGN	EA	4		
58		152370	RELOCATE MAILBOX	EA	1		
59		152390	RELOCATE ROADSIDE SIGN	EA	9		
60		152423	ADJUST SURVEY MONUMENT TO GRADE	EA	5		
61		152438	ADJUST GAS VALVE TO GRADE	EA	1		

No.	P/F	Bid Item No.	Bid Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
62		152440	ADJUST STORM DRAIN MANHOLE TO GRADE	EA	3		
63		152454	ADJUST PULL BOX	EA	1		
64		153103	COLD PLANE ASPHALT CONCRETE PAVEMENT (0.17' MAXIMUM)	SQFT	17,500		
65		153103D	COLD PLANE ASPHALT CONCRETE PAVEMENT (0.17' MAXIMUM) (DETOUR)	SQFT	4,840		
66		153XXX	REMOVE CONCRETE (VALLEY GUTTER)	SQFT	2270		
67		153XXX	REMOVE CONCRETE (MEDIAN PAVING)	SQFT	280		
68		153130	REMOVE CONCRETE CURB	LF	910		
69		153140	REMOVE CONCRETE SIDEWALK	SQYD	840		
70		153215	REMOVE CONCRETE (CURB AND GUTTER)	LF	2180		
71		153220	REMOVE CONCRETE (CHANNEL LINING)	CY	790		
72		155232	SAND BACKFILL (48" RCP SD)	CY	105		
73		156535	REMOVE RCB CULVERT	LF	163		
74		156572	REMOVE RAILING (METAL, TUBULAR)	LF	360		
75		156585	REMOVE CRASH CUSHION MODULE, SAND-FILLED	EA	1		
76		157XXX	CONCRETE BRIDGE REMOVAL, HEINZ DRIVEWAY	LS	1		
77		157XXX	TIMBER BRIDGE REMOVAL, WSID CANAL CROSSING	LS	1		
78		157XXX	REMOVE BOLLARD	EA	12		

No.	P/F	Bid Item No.	Bid Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
79		157550	BRIDGE REMOVAL	LS	1		
80		160102	CLEARING AND GRUBBING	LS	1		
81		160120	REMOVE TREE	EA	13		
82		190101	ROADWAY EXCAVATION	CY	7,700		
83		190101D	ROADWAY EXCAVATION (DETOUR)	CY	1,380		
84		190105	ROADWAY EXCAVATION (TYPE Z-2) (AERIALLY DEPOSITED LEAD)	CY	1,220		
85		190139	ROADWAY EXCAVATION, REMOVE SILT (UNSUITABLE MATERIAL)	CY	2,450		
86		190XXX	ROADWAY EXCAVATION, REMOVE DREDGED MATERIAL (UNSUITABLE MATERIAL)	CY	1,590		
87	F	192037	STRUCTURE EXCAVATION (RETAINING WALL)	CY	1,822		
88	F	193013	STRUCTURE BACKFILL (RETAINING WALL)	CY	1,268		
89	F	193119	LEAN CONCRETE BACKFILL	CY	571		
90		198010	IMPORTED BORROW	CY	49,100		
91		198010D	IMPORTED BORROW (DETOUR)	CY	22,700		
92	P	200XXX	LANDSCAPING PLANTING	LS	1		
93		20XXXX	COBBLE PAVING	SQFT	10,066		
94		20XXXX	BOULDERS	LS	1		
95		205034	DECOMPOSED GRANITE (TAN)	SQFT	15,000		

No.	P/F	Bid Item No.	Bid Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
96	P	208000	IRRIGATION SYSTEM	LS	1		
97		210350	FIBER ROLL	LF	3,510		
98		210430	EROSION CONTROL (HYDROSEED)	SQYD	5,080		
99		260203	CLASS 2 AGGREGATE BASE	CY	12,200		
100		260203D	CLASS 2 AGGREGATE BASE (DETOUR)	CY	3,140		
101		390132	HOT MIX ASPHALT (TYPE A)	TON	8,890		
102		390132D	HOT MIX ASPHALT (TYPE A) (DETOUR)	TON	3,000		
103	P	393004	GEOSYNTHETIC PAVEMENT INTERLAYER (PAVING FABRIC)	SQFT	121,000		
104		394073	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	38		
105		394073D	PLACE HOT MIX ASPHALT DIKE (TYPE A) (DETOUR)	LF	62		
106	P-F	477020	MECHANICALLY STABILIZED EMBANKMENT	SQFT	82,177		
107		477XXX	TEMPORARY RETAINING WALL (DETOUR)	LS	1		
108	P	480700	FURNISH TEMPORARY PREFABRICATED MODULAR STEEL TRUSS BRIDGE	EA	1		
109		480800	ERECT TEMPORARY PREFABRICATED MODULAR STEEL TRUSS BRIDGE	EA	1		
110	P	490595	108" PERMANENT STEEL CASING	LF	340		
111		490606	42" CAST-IN-DRILLED-HOLE CONCRETE PILING (DETOUR)	LF	510		
112		490618	96" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	2,400		

No.	P/F	Bid Item No.	Bid Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
113	P	500010	PRESTRESSING	LS	1		
114	F	510053	STRUCTURAL CONCRETE (BRIDGE)	CY	4,836		
115	F	510053D	STRUCTURAL CONCRETE (BRIDGE) (DETOUR)	CY	124		
116	F	510060	STRUCTURAL CONCRETE, RETAINING WALL	CY	394		
117	F	510072	STRUCTURAL CONCRETE (BARRIER SLAB)	CY	1,027		
118	F	510080	STRUCTURAL CONCRETE, APPROACH SLAB	CY	491		
119	F	510080D	STRUCTURAL CONCRETE, APPROACH SLAB (DETOUR)	CY	54		
120	F	510502	MINOR CONCRETE (OUTFALL STRUCTURE)	EA	2		
121	F	510503	LATERAL SIDE CONNECTION	EA	3		
122	F	510504	CAST-IN-PLACE CONCRETE COLLAR	EA	7		
123	F	510505	72" X 96" STORM DRAIN JUNCTION STRUCTURE	EA	1		
124	F	510506	72" X 240" STORM DRAIN JUNCTION STRUCTURE	EA	1		
125	F	510507	84" X 144" STORM DRAIN JUNCTION STRUCTURE	EA	1		
126	F	511035	ARCHITECTURAL TREATMENT (BRIDGE)	SQFT	3,975		
127	F	511035	ARCHITECTURAL TREATMENT (RETAINING WALL)	SQFT	82,177		
128	P	512204	FURNISH PRECAST PRESTRESSED CONCRETE GIRDER (50'-60')	EA	20		
129	P	512205	FURNISH PRECAST/PRESTRESSED CONCRETE GIRDER (60'-70')	EA	40		

No.	P/F	Bid Item No.	Bid Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
130	F	512500	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	EA	60		
131	P	519100	JOINT SEAL (MR 2")	LF	604		
132	P-F	520102	BAR REINFORCING STEEL (BRIDGE)	LB	2,214,596		
133	P-F	520102D	BAR REINFORCING STEEL (BRIDGE) (DETOUR)	LB	72,500		
134	P-F	520103	BAR REINFORCING STEEL (RETAINING WALL)	LB	44,802		
135	P-F	520120	HEADED BAR REINFORCEMENT	EA	320		
136		560300	LINCOLN HIGHWAY HISTORIC SIGN	EA	2		
137		566011	ROADSIDE SIGN	EA	19		
138	P	650010	12" REINFORCED CONCRETE PIPE	LF	54		
139	P	650014	18" REINFORCED CONCRETE PIPE	LF	408		
140	P	650018	24" REINFORCED CONCRETE PIPE	LF	21		
141	P	650022	30" REINFORCED CONCRETE PIPE	LF	77		
142	P	650026	36" REINFORCED CONCRETE PIPE	LF	209		
143	P	650034	48" REINFORCED CONCRETE PIPE	LF	1,754		
144	P	650042	60" REINFORCED CONCRETE PIPE	LF	160		
145	P	650305	10" REINFORCED CONCRETE PIPE (CLASS III)	LF	97		
146		685200	DRAINAGE WICK	LF	168,400		

No.	P/F	Bid Item No.	Bid Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
147		685200D	DRAINAGE WICK (DETOUR)	LF	16,600		
148		707241	STORM DRAIN MANHOLE (72")	EA	5		
149		7072XX	STORM DRAIN MANHOLE (84")	EA	2		
150		7072XX	STORM DRAIN MANHOLE (96")	EA	3		
151		707XXX	DROP INLET (48" OPENING)	EA	4		
152		707XXX	DROP INLET (30" OPENING)	EA	9		
153		707XXX	AREA DRAIN	EA	1		
154		707XXX	DROP INLET (TYPE G1)	EA	1		
155		707XXX	DROP INLET (TYPE G2 MODIFIED)	EA	1		
156		710100	TEMPORARY DETOUR DRAINAGE	LS	1		
157	F	721017	ROCK SLOPE PROTECTION (FACING, METHOD B)	CY	107		
158	F	721019	ROCK SLOPE PROTECTION (BACKING NO. 3, METHOD B)	CY	68		
159		721430	MINOR CONCRETE (CHANNEL LINING)	CY	86		
160		721810	SLOPE PAVING (CONCRETE)	CY	104		
161		73XXXX	MINOR CONCRETE (COPING TYPE A)	CY	46		
162		73XXXX	MINOR CONCRETE (COPING TYPE B)	CY	117		
163		73XXXX	MINOR CONCRETE (CONCRETE UTILITY CAP)	CY	13		

No.	P/F	Bid Item No.	Bid Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
164		730010	MINOR CONCRETE (RETAINING CURB)	LF	320		
165		730020	MINOR CONCRETE (CURB)	CY	85		
166		730045	MINOR CONCRETE (VALLEY GUTTER)	CY	120		
167		730070	DETECTABLE WARNING SURFACE	SQFT	205		
168		731504	MINOR CONCRETE (CURB AND GUTTER)	CY	210		
169		731509	MINOR CONCRETE (CONCRETE MOW STRIP)	LF	2,200		
170		731511	MINOR CONCRETE (ISLAND PAVING)	CY	140		
171		731516	MINOR CONCRETE (DRIVEWAY)	CY	58		
172		731521	MINOR CONCRETE (SIDEWALK)	CY	360		
173		731623	MINOR CONCRETE (CURB RAMP)	CY	21		
174		7316XX	MINOR CONCRETE (MEDIAN)	CY	38		
175		733040	MINOR CONCRETE (GUTTER)	LF	1,295		
176	P-F	750041	ISOLATION CASING	LB	49,611		
177	P-F	750501	MISCELLANEOUS METAL (BRIDGE)	LB	18,762		
178	P-F	750501D	MISCELLANEOUS METAL (BRIDGE) (DETOUR)	LB	182		
179	P-F	750505	BRIDGE DECK DRAINAGE SYSTEM	LB	1,749		
180	P	770100	SEWER LINE MODIFICATIONS	LS	1		

No.	P/F	Bid Item No.	Bid Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
181	P	770200	WATER LINE MODIFICATIONS	LS	1		
182		800103	TEMPORARY FENCE (TYPE CL-6)	LF	5,050		
183	P	800320	CHAIN LINK FENCE (TYPE CL-4)	LF	5		
184		820131	OBJECT MARKER (TYPE K)	EA	3		
185		820134	OBJECT MARKER (TYPE P)	EA	2		
186	P-F	833XXX	METAL RAILING	LF	2,663		
187	P-F	833XXX	CHAIN LINK RAILING (TYPE 6 MODIFIED)	LF	622		
188	P	839XXX	CRASH CUSHION (QUADGUARD II)	EA	2		
189	P-F	839521	CABLE RAILING	LF	1,514		
190	F	839717	CONCRETE BARRIER (TYPE 732 MODIFIED)	LF	760		
191	F	839723A	CONCRETE BARRIER (TYPE 732B MODIFIED)	LF	2,728		
192	F	839800	CONCRETE BARRIER (PEDESTRIAN)	LF	3,507		
193	P-F	839801	REMOVABLE RAILING	LF	456		
194	P-F	839802	PEDESTRIAN RAILING (DETOUR)	LF	1,012		
195	P-F	839803	PROTECTIVE RAILING (DETOUR)	LF	1,007		
196		839804	COLLAPSIBLE BOLLARD	EA	3		
197		840501	THERMOPLASTIC TRAFFIC STRIPE	LF	23,200		

No.	P/F	Bid Item No.	Bid Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
198		840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	1,540		
199		840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	20,600		
200	P	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	220		
201	P	860150	TRAFFIC SIGNAL STAGE CONSTRUCTION	LS	1		
202	P	860300	TRAFFIC SIGNAL AND LIGHTING (11TH ST & N. MACARTHUR DR)	LS	1		
203	P	860401	UNDERPASS LIGHTING SYSTEM	LS	1		
204	P	860402	STREET AND BRIDGE LIGHTING SYSTEM	LS	1		
205		860705	SIGNAL INTERCONNECT	LS	1		
206		960000	PORCELAIN ENAMEL SIGN	EA	36		
207		970000	BRONZE PLAQUE	EA	1		
208	F	994000	ENTRY MONUMENT STRUCTURE	EA	4		

Total Base Bid Amount: $_____

Notes:

1. **The Contract will be compared and awarded on the basis of the Total Base Bid Amount**.
2. The City reserves the right to reject all bids for any reason whatsoever.
3. Issuance of the “Notice to Proceed” will constitute the beginning of the Contract.

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DESIGNATION OF SUBCONTRACTORS

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

In accordance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100 *et seq*. (the "Subcontracting Act"), the Bidder hereby certifies and submits, as required by law, the following concerning subcontractors:

1. The portion of the work, which will be done by each such subcontractor.

2. The name and location of the place of business of each subcontractor who will perform work or labor, fabricate a portion of the work or improvement according to detailed drawings in the project plans, or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of the Contractor's total bid; and

	Portion of Work to be Performed:	Subcontractor Name and Address
1.	_____	_____ _____ _____ DUNS # _____
2.	_____	_____ _____ _____ DUNS # _____
3.	_____	_____ _____ _____ DUNS # _____
4.	_____	_____ _____ _____ DUNS # _____
5.	_____	_____ _____ _____ DUNS # _____

(For additional Subcontractors, attach copies of this sheet as necessary)

NOTE: **THIS CERTIFICATE MUST BE COMPLETED AND RETURNED ALONG WITH THE CONTRACTOR'S BID PROPOSAL.**

CITY BUSINESS LICENSE REQUIREMENT

NOTE: It is understood and agreed that the bidder and all subcontractors will obtain a City of Tracy Business License before beginning any work.

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NON-COLLUSION AFFIDAVIT

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

State of California)
) ss.
County of _____)

_____ (name of person signing affidavit), being first duly sworn, deposes and says under penalty of perjury under the laws of the State of California, that he or she has the right, power, legal capacity, and authority to execute this Affidavit as_____ _____ (sole owner, partner, president, secretary, etc.) of _____ _____ (legal name of Bidder), the Bidder, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in any false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

IN WITNESS WHEREOF, the undersigned, as bidder, represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Bidder, and have executed this document by setting hereto their names, titles and signature.

_____
(Signature of Representative of Bidder)

Subscribed and sworn to before me, a Notary Public in and for the State of California,

County of _____, this _____ day of _____, 20____.

Signature of Notary Public: _____

My Commission expires _____, 20_____ (Seal)

NOTE: THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED AS PART OF THE CONTRACTOR'S BID PROPOSAL.

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EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

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

Dated: _____, 20____.

_____
Bidder's Signature

NOTE: THIS CERTIFICATE MUST BE COMPLETED AND RETURNED BY THE BIDDER EITHER WITH THE BID PROPOSAL AT THE TIME OF THE BID OPENING OR BY THE SUCCESSFUL BIDDER, WITHIN 4 WORKING DAYS FOLLOWING THE BID OPENING.

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PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

Dated: _____, 20____.

_____
Bidder's Signature

NOTE: THIS CERTIFICATE MUST BE COMPLETED AND RETURNED ALONG WITH THE CONTRACTOR'S BID PROPOSAL.

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PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation? Yes _____ No _____

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

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

Dated: _____, 20____.

_____
Bidder's Signature

NOTE: THIS CERTIFICATE MUST BE COMPLETED AND RETURNED ALONG WITH THE CONTRACTOR'S BID PROPOSAL.

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PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

Dated: _____, 20____.

_____
Bidder's Signature

NOTE: THIS CERTIFICATE MUST BE COMPLETED AND RETURNED ALONG WITH THE CONTRACTOR'S BID PROPOSAL.

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City Of Tracy Procedure for Debarment and Suspension Certification

For all federally funded projects, the following procedure is now in place to certify that contractors entering into a contract of over $25,000 to be paid with Federal funds are not suspended or debarred by searching the "Excluded Parties List System" (EPLS).

- *Contractor must sign this certification and submit with the bid package. Project engineer shall verify that this requirement is met.*
- Contractor must provide and include in their bid package DUNS Numbers for prime and all subs
- Prime Contractor's DUNS Number _____

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

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

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

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

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

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

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

Dated: _____, 20____.

_____
Bidder's Signature

NOTE: THIS CERTIFICATE MUST BE COMPLETED AND RETURNED ALONG WITH THE CONTRACTOR'S BID PROPOSAL.

THIS PAGE INTENTIONALLY LEFT BLANK

NON-LOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

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

Dated: _____, 20____.

_____
Bidder's Signature

NOTE: THIS CERTIFICATE MUST BE COMPLETED AND RETURNED ALONG WITH THE CONTRACTOR'S BID PROPOSAL.

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:
- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:
- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known _____

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

Congressional District, if known _____

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

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

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

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  value _____

13. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

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

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ **No** ☐

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

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form LLL Rev. 09-12-97

Federal Use Only:

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.

15. Check whether or not a continuation sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

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

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: $ _____

BID DATE: _____

BIDDER'S NAME: _____

CONTRACT DBE GOAL: _____

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Total Claimed DBE Participation

$_____

_____%

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

_____ _____ _____
Print Name Signature Date
Local Agency Representative

(Area Code) Telephone Number: _____

_____
Signature of Bidder

_____
Date (Area Code) Tel. No.

_____
Person to Contact (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts)
(Rev 6/26/09)

INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers.The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

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

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

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

EXHIBIT 15-H DBE INFORMATION—GOOD FAITH EFFORTS

Federal-aid Project No. 5192(020), Bid Opening Date: March 3, 2015

The City of Tracy established a Disadvantaged Business Enterprise (DBE) goal of 7.1 % for this project. The information provided herein shows that a good faith effort was made.

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

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

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

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

Publications	Dates of Advertisement

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

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

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

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

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

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

1. _____
2. _____
3. _____
4. _____

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

1. _____
2. _____
3. _____
4. _____

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

1. _____
2. _____
3. _____
4. _____

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

- _____
- _____
- _____
- _____

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

Name of Agency/Organization	Method/Date of Contact	Results

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

_____

_____

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

BIDDER'S QUALIFICATIONS

The following statements as to the financial qualifications and experience of the Bidder are submitted as a part of this Bid and the Bidder guarantees the truthfulness and accuracy of the information. Pursuant to Public Contract Code 10165, financial statements and experience questionnaires are not public records and are not open to public inspection.

Financial Data

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder.

NAME OF BANK	**ADDRESS**

Experience Data

The Bidder has been engaged in the contracting business, under the present business name for _____ years. Experience in work of a nature similar to that covered in this Bid extends over a period of _____ years.

The Bidder as a Contractor has never failed to satisfactorily complete a contract awarded to him, except as follows: (Name all exceptions and reasons therefore):

_____

_____

_____

_____

_____

BIDDER'S REFERENCES

List three (3) major projects which the Bidder has performed comparable work for a Governmental Agency or Developer within the last three (3) years. Providing a contact person and description of the project, or other such information that will demonstrate the ability to vigorously prosecute the work.

1.

PROJECT NAME LOCATION YEAR COMPLETED

AGENCY CONTACT PERSON TELEPHONE NO.

BRIEF DESCRIPTION OF THE WORK AND/OR MANNER OF EXECUTION

2.

PROJECT NAME LOCATION YEAR COMPLETED

AGENCY CONTACT PERSON TELEPHONE NO.

BRIEF DESCRIPTION OF THE WORK AND/OR MANNER OF EXECUTION

3.

PROJECT NAME LOCATION YEAR COMPLETED

AGENCY CONTACT PERSON TELEPHONE NO.

BRIEF DESCRIPTION OF THE WORK AND/OR MANNER OF EXECUTION

SIGNATURE OF BIDDER

The terms and conditions of the final contract when executed shall control and supersede anything herein to the contrary or inconsistent with such contract.

The bidder hereby offers to furnish all labor, materials, equipment, transportation, and services necessary to complete the work on this project in accordance with the Contract Documents and to complete all requirements of the Contract Documents for the sums quoted in this Bid.

Addenda:
(If any) bidder has received and examined all addenda issued during the bid period and agrees that all addenda shall be made a part of the Contract Documents. The bidder acknowledges receipt and incorporation of all impacts resulting from all addenda issued by inserting the number of each addendum below OR by signing and submitting with the bid proposal the signature page from each addendum.

Addendum Nos. _____, _____, _____, _____, _____

Bidder's Guarantee:
In accordance with Public Contract Code Section 20170, accompanying this Bid is _____ (insert the word "Cash", "Cashier's Check", "Certified Check" or "Bidder's Bond" as the case may be) made payable to the City in the amount of _____($_____) equal to at least ten percent (10%) of the total amount of this bid, which is given as a guarantee that the undersigned will enter into a contract if awarded the work.

Company Profile:
The names of all persons interested in the foregoing bid as principals are as follows:

Note: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if partnership, state true name of firm, also names of all individual partners composing firm; if bidder or other interested person is an individual, state first and last name in full.

Firm Name: _____

Business Address: _____

_____

Names and Titles of Company Officers:

1. _____ _____

2. _____ _____

3. _____ _____

4. _____ _____

Licensed in accordance with the Contractor's License Law, Business and Professions Code, Section 7000 *et seq*., providing for the registration of contractors:

License No.: _____, Date of license expiration: _____.

Proposal Execution:
IN WITNESS WHEREOF, the undersigned, as bidder, represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the Bidder, and have executed this document by setting hereto their names, titles, and signatures. The representations made herein, including but not limited to the above contractor's license, expiration date and name of bidder, are true and correct, shall be complied with and are made under penalty of perjury.

1. _____
Authorized Signature

_____
Printed Name

_____
Title

2. _____
Authorized Signature

_____
Printed Name

_____
Title

_____, 20____
Dated

Note: If Bidder is a corporation, the signature of two officers authorized to sign contracts on behalf of the corporation shall be set forth above; if Bidder is a partnership, the signature of the partner or partners authorized to sign contracts on behalf of the partnership shall be set forth above; and if Bidder is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation, or a member of a partnership, a Power of Attorney must be on file with the City of Tracy prior to opening bids or be submitted with the bid.

Subscribed and sworn to before me, a Notary Public in and for the State of California,

County of _____, this _____ day of _____, 20____.

Signature of Notary Public: _____

My Commission expires _____, 20_____ (Seal)

BIDDER'S BOND

To Accompany Contract Proposal
KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned _____, as principal and

_____, as surety, are held and firmly bound unto the City of Tracy as OWNER in the penal sum of TEN PERCENT (10%) of the total amount of the bid of the principal, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to OWNER a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **11th Street East Tracy Overhead Bridge Replacement (N. MacArthur Drive to Cabe Road), CIP 73063, Federal Project No. BHLS 5192 (020), (FEDERAL DAVID-BACON WAGE COMPLIANCE REQUIREMENTS APPLY).**

NOW, THEREFORE

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BIDS including all required bonds for faithful performance and labor and material, as well as all required evidence of insurance) then this obligation shall be void, otherwise the same shall remain in force and effect.

In the event the City brings suit upon this Bond, surety shall pay reasonable attorney's fees and costs incurred by the City in such suit.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, this day and year first set forth.

By: _____ (L.S.) By: _____
(Principal) (Seal) (Surety) (Seal)

Subscribed and sworn to before me, a Notary Public in and for the State of California, County of

_____, this _____ day of _____, 20____.

Signature of Notary Public: _____ (Seal)

My Commission expires _____, 20_____

IMPORTANT: Surety companies executing BONDS must be authorized to transact Surety insurance in the State of California. If Contractor is Partnership, all partners should execute BOND.

FHWA Form 1273

(Ten Pages - Revised May 1, 2012)

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

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

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

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

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

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

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency

and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

2. Withholding

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

3. Payrolls and basic records

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1**. Instructions for Certification – First Tier Participants:**

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

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

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

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

which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

AGREEMENT AND AGREEMENT FORMS

Agreement for Public Improvements A-1

Agreement Forms

- Faithful Performance Bond A-21
- Labor and Material Bond A-22
- Warranty Bond A-23
- General Liability Endorsement A-24
- Automobile Liability Endorsement A-27
- Worker's Compensation / Employers Liability Endorsement A-29
- Workers' Compensation Certification A-31
- Certification of Safety Requirements for Contractors and Vendors A-32
- Davis - Bacon Act Compliance A-33
- Certification of Non-Segregated Facilities A-34
- Drug-Free Workplace Certification A-35
- Escrow Agreement for Security Deposits in Lieu of Retention (Optional) A-36
- Guarantee (to be submitted prior to final acceptance) A-39
- Title VI Assurances A-40

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AGREEMENT FOR PUBLIC IMPROVEMENTS

11TH STREET EAST TRACY OVERHEAD BRIDGE REPLACEMENT
(N. MacArthur Drive to Cabe Road)
CIP No. 73063
Federal Project No. BHLS-5192(020)

(FEDERAL DAVIS-BACON WAGE COMPLIANCE REQUIREMENTS APPLY)

This AGREEMENT ("Agreement") is entered into between the CITY OF TRACY, a municipal corporation ("City"), and _____ ("Contractor").

RECITALS

A. In accordance with State law, including the Public Contract Code, and local law, including the Tracy Municipal Code, the City issued an invitation for competitive bids for this Project.

B. In response to the invitation for bids, the Contractor submitted the Bid Forms, which are incorporated here by reference, and these were found by the City to be responsive to the invitation for bids.

C. After reviewing all bids submitted in response to the invitation for bids, the City found the Contractor to be the Lowest Responsible Bidder, and the City Council awarded this Agreement to the Contractor pursuant to Resolution No. _____.

D. The Project is more specifically described in the Contract Documents, but generally includes the following items of work: Replacement of the existing 11th Street OH Bridge with a shorter bridge in combination with retaining walls and embankment fill at the approaches. Construction of a temporary on-site detour bridge to allow the existing bridge to be removed and the new bridge to be constructed in one stage on a similar horizontal alignment as the existing structure. Reconstruction and widening of 11th Street and MacArthur Drive, including the installation of curb and gutter, sidewalk, pavement section, sewer main, sewer manholes, storm drain lines and drainage inlets, non-potable water lines, new traffic signal and traffic signal modifications, decorative street lighting system, improvement of open drainage channel, landscaping and irrigation, and signing and striping.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK. The Contractor shall perform, or cause to be performed, the Work described in the Contract Documents ("Work"), to the satisfaction of the City Engineer. Contractor shall perform additional work arising from changes ordered by the City in accordance with the Special Provisions.

2. CONTRACT DOCUMENTS.

2.1. List of Contract Documents and Precedence. The Contract Documents consist of the documents listed below, in order of precedence. If there is a conflict between

component parts of the Contract Documents, the document highest in precedence controls, unless otherwise specified in the Special Provisions.

a. Change orders.

b. Project directives.

c. Permits in the following order: those issued by other agencies, those issued by the City.

d. Agreement and Required Agreement Forms – Bid Bond, Faithful Performance and Labor and Materials Bonds, Warrantee Bond, Insurance Endorsements, Worker's Compensation.

e. Project Specifications

f. Project Plans and Drawings.

g. State Revised Standard Specifications, excepting Utility Work which shall be governed by the City Standard Specifications and Plans

h. State Standard Specifications, excepting Utility Work which shall be governed by the City Standard Specifications and Plans.

i. City Standard Specifications.

j. State Standard Plans, excepting Utility Work which shall be governed by the City Standard Plans

k. City Standard Plans and City Parks and Streetscape Standard Plans.

l. Reference Specifications and Plans

m. Supplemental Project Information.

2.2. Addenda. The following addenda are incorporated into the Contract Documents:

No.	Date of Issue:
____	_____
____	_____
____	_____
____	_____
____	_____

2.3. Modifications. The Contract Documents may not be modified orally or in any manner other than in writing in accordance with procedures prescribed in the Contract Documents and State Standard Specifications. All such written modifications shall become part of the Contract Documents.

2.4. Entire Agreement. The Contract Documents comprise the entire integrated understanding between the City and Contractor concerning the Work to be performed for this Project. All prior negotiations or stipulations regarding this matter, which preceded or accompanied the executing of these Contract Documents are conclusively deemed to be superseded by these Contract Documents. The Contract Documents are complementary; what is called for in one is binding as if called for by all. To the extent that portions of the Contract Documents are not attached to this Agreement, they shall be deemed incorporated here by reference.

3. CONTRACT AMOUNT. The Contract Amount, is _____ _____Dollars ($_____). City shall pay to Contractor, for the performance of the Work, the Contract Amount pursuant to the State Standard Specifications and the Special Provisions. The Contractor's compensation shall include all costs incurred by the Contractor in the performance of the Work, including: furnishing all labor (including supervision), materials, equipment, tools, transportation, and services necessary (including the costs of any and all applicable taxes, patent rights, royalties, licenses, permits, and traffic control; including flagmen) to complete the Work (including costs to protect the Work, and all damages to the Work prior to acceptance of the Work by the City, unless otherwise specifically provided in the Contract Documents).

4. CONTRACT TIME. After the Contractor has provided all documents required by the Notice of Award, as identified in the Notice to Bidders, and following execution of the Agreement by the City, the City shall issue a Notice to Proceed to the Contractor. Contract time shall commence upon receipt date of the Notice to Proceed. Contractor shall commence work within fifteen calendar days of the receipt date specified in the Notice to Proceed.

5. LIQUIDATED DAMAGES. If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to the City, as liquidated damages and not as a penalty, the sum specified in the Notice to Bidders for each calendar day after the expiration of the Contract Time that the Work remains incomplete.

6. CONTRACTOR REPRESENTATIVE. At all times during the progress of the Work, Contractor shall have a competent foreman or superintendent ("Contractor Representative") on site with authority to act on behalf of the Contractor. The Contractor shall, at all times, keep the City Engineer informed in writing of (a) the name and telephone number of the Contractor Representative, and (b) the names and telephone numbers of all subcontractors performing the Work.

7. IMPROVEMENT SECURITY. Concurrently with the execution of this Agreement by the Contractor, and before the commencement of any Work, the Contractor shall furnish a Faithful Performance Bond and a Labor and Material Bond, or other guarantees, in the required amounts as improvement securities, in a form substantially the same as that set forth in the Contract Forms or in an alternate form authorized by state law and approved by the City.

8. INSURANCE. Concurrently with the execution of this Agreement by the Contractor, and prior to the commencement of any Work, the Contractor shall furnish evidence to the City that all of the insurance requirements have been satisfied.

9. PERMITS, LICENSES, AND COMPLIANCE WITH LAW. The Contractor shall obtain and maintain all necessary permits and licenses for the performance of the Work, as provided in the Permits, Licenses, Agreements, and Certifications in the Appendices of the Special Provisions, including the required contract provisions for federal-aid construction contracts, FHWA form 1273 (latest version).

10. DEFAULT. Section 8.12 of the City General Provisions shall apply to this project.

11. FINAL ACCEPTANCE OF WORK. Prior to final acceptance of the Work by the City Council, the Contractor shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The Contractor's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations under the Agreement have been satisfied, all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

12. WARRANTY. The Contractor shall warrant the quality of the Work for a period of one year after acceptance of the Work by the City Council, and shall provide a Guarantee and Warranty Bond in the required amount, in accordance with the terms of the Contract Documents. In the event that during the one-year warranty period any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Contractor under this Agreement, the Contractor shall be in default.

13. LABOR REQUIREMENTS.

13.1. Prevailing Wage:

a. As a Federally Funded Project, the work called herein must be carried out in compliance with both Federal and State prevailing wage rates, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, along with all other applicable labor laws and Federal requirements which are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith. The following exhibits are attached to this contract and incorporated by reference as though fully set forth:

1. Federal Prevailing Wage Decision

2. Federal Contract Requirements

b. The Contractor shall be responsible for payment of the higher of State or Federal prevailing wage rates for each job classification. Weekly certified payroll reports will be required to be submitted to City to document the payment of appropriate wages.

c. For failure to pay the prevailing wages, the Contractor shall forfeit, as a penalty, to the City, Fifty Dollars ($50) for each workman for each calendar day or portion thereof who is paid less than the stipulated prevailing wage for work

done under this contract, in violation of the provisions of the Labor Code, Sections 1770 to 1780, inclusive. In addition to said penalty, the Contractor, or subcontractor, shall pay to each worker the difference between the prevailing wage and the amount paid to said worker for each calendar day for which said worker was paid less than the prevailing wage.

d. Contractor shall comply with the provisions of the Davis-Bacon Act, as amended (40 USC 276a-376a-5), and related requirements as certified in Contractor's bid proposal.

e. Labor Code Certification - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

13.2. Apprentices. Labor Code Sections 1777.5, 1777.6 and 1777.7 govern the employment of apprentices by Contractor or any Subcontractor. Contractor and any of his Subcontractors shall comply with these Labor Code requirements. Contractor shall have full responsibility for compliance regardless of any other contractual or employment relations alleged to exist.

13.3. Wage Information. A copy of the general prevailing rates of per diem wager for each craft, classification or type of worker needed to perform the Agreement, as determined by the Director of the State Department of Industrial Relations or Federal Minimum Wage Rates as determined by the United States Secretary of Labor, are available at the office of the City's Director of Development Services, located at Tracy City Hall, 333 Civic Center Plaza. These will be made available to any interested party upon request.

13.4 Hours of Labor. The Contractor shall forfeit, as a penalty, to the City $50 for each worker employed in the execution of the Agreement by him or by any Subcontractor for each calendar day during which any worker is required or permitted to labor more than 8 hours, in violation of Labor Code sections 1810-1815.

13.5 Nondiscrimination. Contractor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, or physical or mental disability.

14. INDEPENDENT CONTRACTOR STATUS. Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents or Subcontractors, and they shall not be deemed agents, servants or employees of the City.

15. CONFLICTS OF INTEREST. Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts

with the performance of this Agreement. In the event that Contractor maintains or acquires such a conflicting interest, any contract (including this Agreement) involving Contractor's conflicting interest may be terminated by the CITY.

16. ATTORNEY'S FEES. If any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

17. INDEMNIFICATION. Contractor shall indemnify, defend, and hold harmless the City (including its elected officials, officers, agents, and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses) resulting from or arising out of the performance of the Work by Contractor (including Contractor's agents, representatives, contractors, subcontractors, and employees), except only for those claims arising from the established willful misconduct or active negligence of the City. Contractor's indemnification shall specifically include, but not be limited to, all claims arising out of: contract claims, property damage, personal injury, and any infringement of patent rights or copyrights incidental to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. Contractor's indemnification shall include any and all costs, expenses, court costs, attorneys' fees and liability incurred by the City in enforcing the provisions of this section, and in defending against such claims, whether the same proceed to judgment or not. Contractor shall reimburse City for any expenditures City incurs by reason of such matters.

18. ASSIGNMENT AND DELEGATION.

18.1. Assignment of This Agreement. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Contractor's duties be delegated, without the written consent of the City. See Caltrans Standard Specifications 5-1.12 Assignment and 5-1.13 Subcontracting.

18.2 Assignment pursuant to Government Code. Pursuant to Government Code Section 4552, the Contractor shall assign to the City, all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Action (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor further warrants that all goods, services, and materials provided to the City in accordance with this Contract are free and clear of all liens and encumbrances.

19. MISCELLANEOUS PROVISIONS.

19.1. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To CITY: To CONTRACTOR:

City of Tracy _____
DS Department _____
Attn: Zabih Zaca _____
333 Civic Center Plaza _____
Tracy, CA 95376 _____

Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

19.2. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

19.3. Severability. In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

19.4. Public Records. Public records are subject to disclosure under the California Public Records Act, Government Code Section 6250 *et. seq.*

19.5. Jurisdiction and venue**.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

19.6. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Contractor and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

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

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

2. Withholding

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

3. Payrolls and basic records

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

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. **Instructions for Certification – First Tier Participants:**

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

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

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

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

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

(Signatures on next page)

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CONTRACTOR: _____

Name of Contractor

_____

Contractor's Address

_____ _____ _____

Federal Employer ID No. Contractor's License No. Class of License & Exp. Date

If Contractor is a Corporation, the agreement must be signed by one corporate officer from each of the following two groups:

Group A - Chairman, President or Vice President

Group B – Secretary, Assistant Secretary, CFO or Assistant Treasurer

If Contractor is a partnership, the agreement must be signed by the partner or partners authorized to sign contracts on behalf of the partnership. If Contractor is an individual, the agreement must be signed by the individual. If the signature is by an agent other than an officer of a corporation, or a member of a partnership, a power of attorney must be submitted with the Agreement.

_____	_____
Authorized Signature of Contractor	Authorized Signature of Contractor
_____	_____
Name of Signatory (written out)	Name of Signatory (written out)
_____	_____
Title of Signatory	Title of Signatory
_____	_____
Date	Date

CITY OF TRACY:

_____ Date: _____

By: Michael Maciel (Approval Effective)

Title: MAYOR

ATTEST:

_____ Date: _____

By: Carol Fleischmann

Title: INTERIM CITY CLERK

APPROVED AS TO FORM:

_____ Date: _____

By: Daniel G. Sodergren

Title: CITY ATTORNEY

END OF AGREEMENT

Faithful Performance Bond

CITY OF TRACY
Tracy, California

Bond Number_____

WHEREAS, _____ ("Principal") has entered into an "Agreement" with the City of Tracy ("City") for the project identified as: **11TH STREET EAST TRACY OVERHEAD BRIDGE REPLACEMENT (N. MacArthur Drive to Cabe Road), CIP 73063, Federal Project No. BHLS-5192(020) (FEDERAL DAVIS-BACON WAGE COMPLIANCE REQUIREMENTS APPLY)** the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the terms of the Agreement require the Principal to submit performance security.

NOW, THEREFORE, Principal and _____ ("Surety"), are hereby held and firmly bound unto the City in the amount of _____ dollars ($_____), for payment of which Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal (or its heirs, executors, administrators, successors, or assigns approved by the City) performs the covenants, conditions, and obligations of the Agreement, including the obligation to indemnify, defend, and hold harmless the City, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety's obligation under this bond shall arise after the City has provided written notice to the Surety, at the address set forth below, of the Principal's default under the Agreement, and the Principal's failure to cure the default in accordance with the terms of the Agreement.

The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by any modification to the Agreement by the City and the Principal, and the Surety hereby waives notice of any such modification.

In the event suit is brought upon this bond, the surety shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit, which fees and costs shall be in addition to the face amount of the bond.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

Principal:_____	Surety: _____
(Name of Firm)	(Name of Firm)
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Address for Notices to Surety:

_____
_____
_____

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

Labor and Material Bond

CITY OF TRACY
Tracy, California

Bond Number_____

WHEREAS, _____ ("Principal") has entered into an "Agreement" with the City of Tracy ("City") for the project identified as: **11TH STREET EAST TRACY OVERHEAD BRIDGE REPLACEMENT (N. MacArthur Drive to Cabe Road), CIP 73063**, **Federal Project No. BHLS-5192(020) (FEDERAL DAVIS-BACON WAGE COMPLIANCE REQUIREMENTS APPLY)** the terms and conditions of which are incorporated herein by reference; and the terms of the Agreement require the Principal to submit payment (labor & material) security for the benefit of all "Claimants"; and

WHEREAS, the term "Claimants" is defined as any of the persons named in California Civil Code Section 3181, or their assigns.

NOW, THEREFORE, Principal and _____ ("Surety"), are hereby held and firmly bound unto the City, and all Claimants, in the amount of _____ dollars ($_____), for payment of which Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal (or its heirs, executors, administrators, successors, or assigns approved by the City) and all of its subcontractors pay: (a) all Claimants, and (b) all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Agreement, and (c) all amounts required to be deducted, withheld, and paid over to the California Employment Development Department from the wages of employees of the Principal and its subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor; then this obligation shall become and be null and void; otherwise it shall remain in full force and effect.

The Surety's obligation under this bond shall arise, and the Surety shall make appropriate payments, after the Surety has received written notice, at the address set forth below, of the Principal's failure to make payment in accordance with the obligations of the Agreement or this bond.

This bond shall inure to the benefit of the City and Claimants, as to give a right of action to any Claimant or their assigns in any suit brought upon this bond.

In the event suit is brought upon this bond, the surety shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit, which fees and costs shall be in addition to the face amount of the bond.

The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by any modification to the Agreement by the City and the Principal, and the Surety hereby waives notice of any such modification.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

Principal:_____	Surety: _____
(Name of Firm)	(Name of Firm)
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
	Address for Notices to Surety:
NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY'S POWER OF ATTORNEYMUST BE ATTACHED.	_____
	_____
	_____

WARRANTY BOND
(To Be Submitted Prior to Project Acceptance
Pursuant to General Provisions)

CITY OF TRACY
Tracy, California 95376 Bond Number _____

WHEREAS, _____ ("Principal") has entered into an "Agreement" dated _____, 20___, with the City of Tracy ("City") for the project identified as: **11TH STREET EAST TRACY OVERHEAD BRIDGE REPLACEMENT (N. MacArthur Drive to Cabe Road) CIP 73063**, **Federal Project No. BHLS-5192(020) (FEDERAL DAVIS-BACON WAGE COMPLIANCE REQUIREMENTS APPLY)** the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the terms of the Agreement require the Principal to install and complete certain designated public improvements; and

WHEREAS, the Principal is required under the terms of said agreement to furnish a good and sufficient warranty bond for the faithful performance of said agreement pursuant to Government Code Sections 66499.1., 66499.4. and 66499.9. and Tracy Municipal Code Section 12.36.080, and

WHEREAS, Principal has completed the construction of various public improvements, consisting generally of the following scope of work:

_____
_____
_____

in accordance with the General Provisions, the Drawings and Specifications, which Contract Documents are by reference incorporated herein, and made a part hereof, and is referred to as the Plans.

NOW, THEREFORE, the condition of this obligation is such that, if Principal shall remedy any defects due to faulty materials or workmanship, and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from the date of substantial completion of the work, or acceptance of the project, provided for in the Plans, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Principal has duly executed this instrument and Surety above named, on _____, 20___.

_____ _____
Principal Bonding Company

NOTE: THE WARRANTY BOND SHALL BE SUBMITTED BY THE CONTRACTOR PRIOR TO THE EXECUTION OF THE AGREEMENT, CONCURRENTLY WITH THE FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIAL BOND, PRIOR TO THE COMMENCEMENT OF ANY WORK.

General Liability Endorsement

1. POLICY INFORMATION

Endorsement No. _____
Policy No. _____

1.1 Insurance Company _____ ("Company")
(Must have a current A.M. Best's rating of no less than A: VII)
Address & Telephone of Insurance Company
_____
_____
ATTN: _____
Phone: _____

1.2 Named Insured _____ ("Named Insured")
Address & Telephone of Named Insured
_____
_____
ATTN: _____
Phone: _____

1.3 City of Tracy ("City"). (The term "City" shall include the City, its elected and appointed officials, officers, employees, agents and volunteers.)
Address & Telephone of City
City of Tracy, _____ Department
333 Civic Center Plaza, Tracy CA 95376
ATTN: _____
Phone: _____

1.4 Policy Term (From) _____ (To) _____

1.5 Endorsement Effective Date _____

1.6 Limit of Liability
Any One Occurrence $_____ (minimum $1 million)
General Aggregate $_____ (minimum $2 million)

1.7 Excess Liability
Each Occurrence $_____
Aggregate $_____

1.8 Deductible or Self-Insured Retention: $_____
(Nil Unless Otherwise Specified)

2. POLICY AMENDMENTS

2.1 COVERAGE. Contractor shall furnish the City with original certificates and endorsements, including amendatory endorsements, in consideration of the policy premium. Notwithstanding any inconsistent statement in the Policy to which this Endorsement or any other endorsement is attached thereto, it is agreed as set forth in the requirements herein.

2.2 INSURED. The City is included as an insured regarding damages and defense of claims arising from: (a) Activities performed by or on behalf of the Named Insured; (b) Products and

completed operations of the Named Insured; or (c) Premises owned, leased, or used by the Named Insured.

2.3 CONTRIBUTION NOT REQUIRED. The insurance provided by the Policy shall be primary insurance, with respect to the City, for: (a) Work performed by the Named Insured for or on behalf of the City, (b) Products sold by the Named Insured for or on behalf of the City, (c) Products sold by the name Insured to the City, or (d) Premises leased by the Named insured from the City. Any insurance maintained by the City shall be in excess of the insurance provided by the Policy, and the City's insurance shall not contribute with it.

2.4 SCOPE OF COVERAGE. The Policy provides coverage at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage, "occurrence" form CG 00 01.

2.5 SEVERABILITY OF INTEREST. The insurance provided by the Policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought.

2.6 PROVISIONS REGARDING THE NAMED INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure by the Named Insured to comply with reporting provisions of the Policy shall not affect coverage provided to the City.

2.7 CANCELLATION NOTICE. The insurance provided by the Policy shall not be suspended, voided, canceled, or materially changed in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

2.8 METHOD OF PROVIDING NOTICE. All notices, demands, or other communications contemplated by this Endorsement, including: (a) notices of claims provided to the Insurance Company, (b) cancellation notices provided to the City, and (c) notices of change of address, shall be in writing and personally delivered or mailed to the respective party at the address designated in this Endorsement. Communications shall be deemed to have been given and received on the first to occur of: (i) actual receipt at the address designated above, or (ii) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated in this Endorsement.

3. SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER

The individuals executing this Endorsement represent and warrant that they have the right, power, legal capacity, and authority to bind the Insurance Company identified on this endorsement, and by their signature hereby bind the Insurance Company.

_____ _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

_____

TYPED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Address & Telephone of Authorized Representative

_____

_____

ATTN: _____

Phone: _____

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Automobile Liability Endorsement

1. POLICY INFORMATION

Endorsement No. _____
Policy No. _____

1.1 Insurance Company _____ ("Company")
(Must have a current A.M. Best's rating of no less than A: VII)
Address & Telephone of Insurance Company
_____
_____
ATTN: _____
Phone: _____

1.2 Named Insured _____ ("Named Insured")
Address & Telephone of Named Insured
_____
_____
ATTN: _____
Phone: _____

1.3 City of Tracy ("City"). (The term "City" shall include the City, its elected and appointed officials, officers, employees, agents and volunteers.)
Address & Telephone of City
City of Tracy, _____ Department
333 Civic Center Plaza, Tracy CA 95376
ATTN: _____
Phone: _____

1.4 Policy Term (From) _____ (To) _____

1.5 Endorsement Effective Date _____

1.6 Limit of Liability
Any One Occurrence $_____
General Aggregate $_____

1.7 Excess Liability
Each Occurrence $_____ (minimum $1 million)
Aggregate $_____

1.8 Deductible or Self-Insured Retention: $_____
(Nil Unless Otherwise Specified)

2. POLICY AMENDMENTS

2.1 COVERAGE. Contractor shall furnish the City with original certificates and endorsements, including amendatory endorsements, in consideration of the policy premium. Notwithstanding any inconsistent statement in the Policy to which this Endorsement or any other endorsement is attached thereto, it is agreed as set forth in the requirements herein.

2.2 INSURED. The City is included as an insured regarding damages and defense of claims arising from: the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the Named Insured.

2.3 CONTRIBUTION NOT REQUIRED. The insurance provided by the Policy shall be primary insurance, with respect to the City, for Work performed by the Named Insured for or on behalf of the City. Any insurance maintained by the City shall be in excess of the insurance provided by the Policy, and the City's insurance shall not contribute with it.

2.4 SCOPE OF COVERAGE. The Policy provides coverage at least as broad as Insurance Services Office form CA 00 01, Code 1 for "any auto."

2.5 SEVERABILITY OF INTEREST. The insurance provided by the Policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought.

2.6 PROVISIONS REGARDING THE NAMED INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure by the Named Insured to comply with reporting provisions of the Policy shall not affect coverage provided to the City.

2.7 CANCELLATION NOTICE. The insurance provided by the Policy shall not be suspended, voided, canceled, or materially changed in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

2.8 METHOD OF PROVIDING NOTICE. All notices, demands, or other communications contemplated by this Endorsement, including: (a) notices of claims provided to the Insurance Company, (b) cancellation notices provided to the City, and (c) notices of change of address, shall be in writing and personally delivered or mailed to the respective party at the address designated in this Endorsement. Communications shall be deemed to have been given and received on the first to occur of: (i) actual receipt at the address designated above, or (ii) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated in this Endorsement.

3. SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER

The individuals executing this Endorsement represent and warrant that they have the right, power, legal capacity, and authority to bind the Insurance Company identified on this endorsement, and by their signature hereby bind the Insurance Company.

_____ _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

_____

TYPED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Address & Telephone of Authorized Representative

_____

_____

ATTN: _____

Phone: _____

Worker's Compensation/Employers Liability Endorsement

1. POLICY INFORMATION

Endorsement No. _____
Policy No. _____

1.1 Insurance Company _____ (the "Company)
Address & Telephone of Insurance Company
_____
_____
ATTN: _____
Phone: _____

1.2 Named Insured _____ ("Named Insured")
Address & Telephone of Named Insured
_____
_____
ATTN: _____
Phone: _____

1.3 City of Tracy ("City"). (The term "City" shall include the City, its elected and appointed officials, officers, employees, agents and volunteers.)
Address & Telephone of City
City of Tracy, _____ Department
333 Civic Center Plaza, Tracy CA 95376
ATTN: _____
Phone: _____

1.4 Policy Term (From) _____ (To) _____

1.5 Endorsement Effective Date _____

1.6 Employer's Liability Limit: $_____ (minimum $1 million)

2. POLICY AMENDMENTS

2.1 COVERAGE. Contractor shall furnish the City with original certificates and endorsements, including amendatory endorsements, in consideration of the policy premium. Notwithstanding any inconsistent statement in the Policy to which this Endorsement or any other endorsement is attached thereto, it is agreed as set forth in the requirements herein.

2.2 WAIVER OF SUBROGATION. The Insurance Company hereby waives all rights of subrogation against the City for losses paid under the terms of the Policy which arise from Work performed by the Named Insured for the City.

2.3 SCOPE OF COVERAGE. The Policy provides coverage of at least as broad as required by the State of California and Employer's Liability Insurance.

2.4 CANCELLATION NOTICE. The insurance provided by the Policy shall not be suspended, voided, canceled, or materially changed in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

2.4 METHOD OF PROVIDING NOTICE. All notices, demands, or other communications contemplated by this Endorsement, including: (a) notices of claims provided to the Insurance Company, (b) cancellation notices provided to the City, and (c) notices of change of address, shall be in writing and personally delivered or mailed to the respective party at the address designated in this Endorsement. Communications shall be deemed to have been given and

received on the first to occur of: (i) actual receipt at the address designated above, or (ii) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated in this Endorsement.

3. SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE INSURER
The individuals executing this Endorsement represent and warrant that they have the right, power, legal capacity, and authority to bind the Insurance Company identified on this endorsement, and by their signature hereby bind the Insurance Company.

_____ _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

_____
TYPED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Address & Telephone of Authorized Representative
_____
_____
ATTN: _____
Phone: _____

WORKERS' COMPENSATION CERTIFICATION
Labor Code Section 1861

The Bidder hereby certifies as follows:

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

_____
Name of Contractor

_____
Signature of Contractor Representative

Dated: _____

NOTE: THIS CERTIFICATION MUST BE COMPLETED AND RETURNED BY THE SUCCESSFUL BIDDER PRIOR TO THE START OF CONSTRUCTION.

CERTIFICATION OF SAFETY REQUIREMENTS FOR CONTRACTORS AND VENDORS

California Code of Regulations, Title 8, Section 1509

To work as a contractor or vendor with the City of Tracy, your organization is required to certify that it has an active on-the-job written Injury and Illness Prevention Program. This program is essential to make the job as accident-free as possible and to comply with Federal and State Safety Standards.

The undersigned hereby certifies that his/her organization has an active written Injury and Illness Prevention Program, as required by Cal-OSHA under California Code of Regulations, Title 8, General Industry Safety Orders, Section 3203 and/or Construction Safety Orders, Section 1509, that ensures compliance with, and enforcement of, current minimum Cal-OSHA Safety Standards, and that his/her organization has knowledge of these standards that are applicable to the job operations. This includes a program for ensuring employees have been trained to recognize hazards of their job.

The undersigned also hereby certifies that his/her organization has an active written Hazard Communication Program with evidence that all employees have been trained in safe use and handling of chemicals on the job site, and a file will be made available for review by the City of Tracy of each Material Safety Data Sheet (MSDS) on those chemicals kept on the site.

_____

Name of Contractor

_____

Signature of Contractor Representative

Dated: _____

NOTE: THIS CERTIFICATION MUST BE COMPLETED AND RETURNED BY THE SUCCESSFUL BIDDER PRIOR TO THE START OF CONSTRUCTION.

DAVIS-BACON ACT COMPLIANCE CERTIFICATE

The Bidder hereby certifies as follows:

"I am aware of and will comply with the provisions of the Davis-Bacon Act, as amended (40USC 276a-276a-5), and as supplemented by the Department of Labor Regulation (29 CFR, Part 1, 3, 5, 6, & 7), which includes but is not limited to the following:

(1) Employees must be paid no less than the prevailing wages outlined in the contract. Overtime work (over eight hours per day or forty hours per week, whichever is greater) must be paid at time and one-half.

(2) Pay all employees at least once a week.

(3) Post the applicable wage determinations on the job site so that employees may verify their rates of pay.

(4) Submit weekly payroll records and a statement of compliance to the contracting government. These records must be kept for five years from the date of completion of the contract.

(5) Make the Davis-Bacon provisions a part of all subcontractors' contracts."

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Dated: _____, 20____.

_____
Contractor's Signature

NOTE: THIS CERTIFICATION MUST BE COMPLETED AND RETURNED BY THE SUCCESSFUL BIDDER PRIOR TO THE START OF CONSTRUCTION.

CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity Clause.)

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

Notes: (a) A Certification of Non-Segregated Facilities, as required by the May 9, 1967 Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

(b) Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supply and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Dated: _____, 20____.

_____
Contractor's Signature

NOTE: THIS CERTIFICATION MUST BE COMPLETED AND RETURNED BY THE SUCCESSFUL BIDDER PRIOR TO THE START OF CONSTRUCTION.

DRUG-FREE WORKPLACE CERTIFICATION

The bidder_____,
hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
   (a) The dangers of drug abuse in the workplace,
   (b) The person's or organization's policy of maintaining a drug-free workplace,
   (c) Any available counseling, rehabilitation and employee assistance programs, and
   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or loan:
   (a) Will receive a copy of the company's drug-free policy statement, and
   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or loan.

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Dated: _____, 20____.

_____
Contractor's Signature

NOTE: THIS CERTIFICATION MUST BE COMPLETED AND RETURNED BY THE SUCCESSFUL BIDDER PRIOR TO THE START OF CONSTRUCTION.

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION (Optional)
Public Contract Code Section 22300

This Escrow Agreement is made and entered into by and between _____

whose address is _____ hereinafter called

"Owner,"_____ whose address is _____

_____hereinafter called "Contractor" and _____

whose address is _____ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall

release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:	On behalf of Contractor:	On behalf of Escrow Agent:
_____	_____	_____
Title	Title	Title
_____	_____	_____
Name	Name	Name
_____	_____	_____
Signature	Signature	Signature
_____	_____	_____
Address	Address	Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:	Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature

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GUARANTEE
(To Be Submitted Prior to Project Acceptance
Pursuant to Agreement, Section 12, "Warranty")

FOR THE
CITY OF TRACY
Tracy, California 95376

11TH STREET EAST TRACY OVERHEAD BRIDGE REPLACEMENT
(N. MacArthur Drive to Cabe Road)
CIP No. 73063
Federal Project No. BHLS-5192(020)

(FEDERAL DAVIS-BACON WAGE COMPLIANCE REQUIREMENTS APPLY)

We hereby guarantee that the work we have installed for the 11TH STREET EAST TRACY OVERHEAD BRIDGE REPLACEMENT – CIP 73063 has been done in accordance with the Plans and Specifications and that the work installed will fulfill the requirements of the guarantee.

We agree to repair or replace any or all of our work, together with any other adjacent work which may be displayed in so doing that may prove to be defective in its workmanship or material within a period of one (1) year from the date of acceptance of the above-named work by the City of Tracy, without any expense whatsoever to the City of Tracy, ordinary wear and tear and unusual abuse or neglect excepted.

Within fifteen (15) days after being notified in writing by the City of Tracy of any defects in the work, we agree to commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time, and in the event of our failure to so comply, we collectively and separately, do hereby authorize said City of Tracy to proceed to have such work done at our expense and we will honor and pay the cost and changes therefore upon demand.

Dated: _____

By: _____

NOTE: THIS CERTIFICATION MUST BE COMPLETED AND RETURNED BY THE SUCCESSFUL BIDDER PRIOR TO PROJECT ACCEPTANCE.

TITLE VI ASSURANCES

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

- Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
    1. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
    2. cancellation, termination or suspension of the Agreement, in whole or in part.
- Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

Maintain records and submit reports documenting your performance under this section

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Dated: _____, 20____.

_____
Contractor's Signature

NOTE: THIS CERTIFICATION MUST BE COMPLETED AND RETURNED BY THE SUCCESSFUL BIDDER PRIOR TO THE START OF CONSTRUCTION.

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