CITY OF CRESCENT CITY
PUBLIC WORKS DEPARTMENT

NOTICE INVITING SEALED BIDS, SPECIAL PROVISIONS, PROPOSAL AND CONTRACT

23-CDBG-10002
F STREET 3.5 TO 5th STREET STORM DRAIN PROJECT

CRESCENT CITY, DEL NORTE COUNTY, CALIFORNIA

For Use in Connection with CALTRANS 2024 Standard Specifications and Standard Plans, and Current Labor Surcharge and Equipment Rental Rates.

CONTRACT NUMBER 2026-1002.1

Bids Open: July 22, 2026
Dated: June 29, 2026

****

IMPORTANT
SPECIAL NOTICES

The Bidder's attention is directed to the following:

- There is a Base Bid with 21 bid items. A bid must be submitted for **all** bid items. The Contract award will be based on the Base Bid only.
- There is no mandatory pre-bid job conference scheduled.
- This is a Federally funded project utilizing a Community Development Block Grant. This project is subject to the labor compliance requirements as per this contract which includes the Section 3 attachments. You will be required to fulfill these requirements and work with a City hired labor compliance firm throughout the duration of this project.

The above special notices do not relieve the Bidder of his/her responsibility to become fully familiar with the Contract Documents including the Plans and Specifications.

CRESCENT CITY

F STREET 3.5 TO 5TH STREET STORM DRAIN PROJECT

SECTION 00 01 10

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- Attachment C-1, Department of Housing & Community Development CDBG Program Disadvantaged Business and Section 3 Bid Requirements, pages 1-18
- Attachment C-2, Department of Housing & Community Development CDBG Program Labor Compliance Manual and Contract Language, pages 1-42.
- Attachment C-3, Department of Housing & Community Development CDBG Program Section 3 Requirements and Forms, pages 1-42.

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END OF SECTION

SECTION 00 10 00

INVITATION TO BID

F STREET 3.5 TO 5TH STREET STORM DRAIN PROJECT
CONTRACT #2025-1002.1

Sealed bids for the construction of the F Street 3.5 to 5th Street Storm Drain Project will be received by the Owner, the City of Crescent City at the Crescent City Public Works Department office until 3:00 PM on 22 July 2026. The bids will be opened publicly and read aloud at 3:00 PM on the same day in the Public Works Office. Bids must be addressed to:

City of Crescent City
Public Works Department
377 J Street
Crescent City, CA 95501

and labeled "Bid for the F STREET 3.5 TO 5TH STREET STORM DRAIN PROJECT."

The work includes the furnishing of the labor, materials, and equipment for the construction of drainage inlets, storm drainpipe replacement, sidewalks, curb and gutter, ADA compliant corner ramps, minor grading, and paving per the drawings and specifications. The project is located on F street between 3.5 and 5th streets in Crescent City, CA.

The project manual may be inspected at the following locations:

City of Crescent City
Public Works Department
377 J Street
Crescent City CA 95531

Humboldt Builders Exchange
624 C Street
Eureka, CA 95501
(707) 442-3708

Shasta Builders Exchange
2985 Innsbruck Drive
Redding, CA 96003
(530) 221-5556

Medford Builders Exchange
2330 Crater Lake Ave.
Medford, OR 97504
(541) 773-5327

San Francisco Builders Exchange
850 S Van Ness Ave

San Francisco, CA 94110
(925) 324-2727

Placer County Contractors Association
10656 Industrial Ave #160
Roseville, CA 95678
(916) 771-7229

Dodge Data & Analytics
www.construction.com
(800) 393-6343

Construction Bidboard
11622 El Camino Real #100
San Diego, CA 92130
(619) 688-0588

Full-size and half-size copies of the project manual may be obtained at City of Crescent City Public Works Department 377 J Street, Crescent City, CA 95531 ((707) 464-9506), upon payment of postage fees.

No mandatory pre-bid conference is scheduled. Please contact David Yeager @ dyeager@crescentcity.org for more information.

Bidders must correctly prepare and submit the documents listed in Section 00 40 00, Bid. Each bid must be accompanied by a bid guaranty bond, or a certified or cashier's check payable to the order of the Owner in an amount not less than ten percent (10%) of the amount of the bid as a guaranty that the bidder will execute the contract if it is awarded in conformity with the bid form. The successful bidder will be required to furnish performance and payment bonds, each in an amount not less than one hundred percent (100%) of the contract price.

At the successful Bidder's option, securities may be substituted for the required retention, in accordance with the provisions of Section 22300 of the State of California Public Contract Code.

The Owner reserves the right to reject any or all bids and to determine which bid is, in the Owner's judgment, the lowest responsive bid of a bidder or group of bidders. The Owner also reserves the right to waive any informalities in any bid and to delete items listed in the bid.

Bids received after the time established for receiving bids will not be considered. Except as provided in paragraph 00 20 10-1.04(A), no bidder may withdraw his bid after the time established for receiving bids or before the award and execution of the contract, unless the award is delayed for a period exceeding ninety (90) calendar days.

This is a Public Works Project subject to the rate of prevailing wages as established by the California Department of Industrial Relations and the U.S. Department of Labor. Bidders are notified that the higher of either the Davis-Bacon or the State prevailing wage rate shall apply.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations and the U.S. Department of Labor. Full original payrolls must be provided to the City on the WH-347 form as provided in the Labor Compliance Book as well as file or hard copies of DIR weekly payroll reporting.

Bidders are hereby notified that pursuant to Section 1773 et seq. of the Labor Code of the Statutes of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes for work to be done within Del Norte County, California. Regulations regarding the application of these wage rates are given in paragraph 00 20 00-1.12.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18,2022.

This project is funded through a Community Development Block Grant (CDGB) and therefore compliance with "SECTION 3" IS REQUIRED. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, are to be a condition of this contract and binding upon the Contractor and any subcontractors.

The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts.

Date: 6-29-2026 By: David Yeager, Public Works Director

END OF SECTION

SECTION 00 20 00

INSTRUCTIONS TO BIDDERS

1.01 INSPECTION OF SITE

Bidders are required to inspect the site of the work to satisfy themselves by personal examination or by such other means as they may prefer, of the location of the proposed work, and of the actual conditions of and at the site of work. Bidders should plan to inspect the site of the work during the pre-bid meeting and can schedule additional time by special arrangement with the Owner.

Entrance by bidders to the site of the work for purposes of making exploratory excavations shall be by special arrangement with the Owner and under conditions established by the Owner. If, during the course of his examination, a bidder finds facts or conditions which appear to him to be in conflict with the letter or spirit of the project manual, he may apply to the Owner, in writing, for additional information and explanation before submitting a bid.

Submission of a bid by the bidder is an acknowledgment that, if awarded the contract, bidder has relied and is relying on bidder's own examination of (1) the site of the work, (2) access to the site, and (3) all other data and matters requisite to the fulfillment of the work and on his own knowledge of existing facilities on and in the vicinity of the site of the work to be constructed under the contract.

The information provided by the Owner is not intended to be a substitute for, or a supplement to the independent verification by the bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the bidder. Bidder acknowledges that he has not relied upon Owner-furnished information regarding site conditions in preparing and submitting a bid.

1.02 EXAMINATION OF PROJECT MANUAL

Each bidder must thoroughly examine and be familiar with those contract documents contained in the project manual. Submission of a bid constitutes acknowledgment, upon which the Owner may rely, that the bidder has thoroughly examined and is familiar with the project manual. Failure or neglect of a bidder to examine any of the contract documents contained in the project manual in no way relieves bidder from any obligation with respect to his bid or to the contract. No claim for additional compensation will be allowed that is based upon a lack of knowledge of the contract documents or the work.

1.03 INTERPRETATION OF PROJECT MANUAL

Bidders, prospective subcontractors, manufacturers, and suppliers may request interpretation of the project manual prior to bid opening. Requests for interpretation must

be directed in writing to David Yeager, Director of Public Works, dyeager@crescentcity.org or Cliff Van Hook, Engineering Project Manager cvanhook@crescentcity.org, 377 J Street, Crescent City, CA 95531 (707) 464-7483. Requests to clarify the source of materials, equipment, suppliers, or any other matter that does not modify, change, increase, or decrease the scope of work, requires no action by the Owner other than a response to the bidder requesting clarification. Requests to clarify possible ambiguous, conflicting, incomplete statements or designs, or any other clarification that modifies, changes, increases, or decreases the scope of work, requires issuance of an addendum by the Owner for the interpretation to become effective.

Reference information has been made available on the City's website that includes information used by the Engineer to prepare the Contract. The information provided on the website is for use by bidder during preparation of the bid and execution of the Contract. The Owner disclaims responsibility for the interpretation by bidders of the reference information. In some cases, the information was prepared for design purposes and is not intended to provide all the information required by the bidder to tender a bid, construct the system, and provide startup and commissioning services. Reference information is available on the City's website https://www.crescentcity.org/rfp_bid.html and includes:

- Plans
- Specifications
- Attachments
    - Attachment A – Applicable Current Federal Prevailing Wage Rates https://sam.gov/wage-determination/CA20260004/0
    - Attachment B – State Prevailing Wage Rates https://www.dir.ca.gov/OPRL/2026-1/pwd/index.htm
    - Attachment C-1, Department of Housing & Community Development CDBG Program Disadvantaged Business and Section 3 Bid Requirements, pages 1-18
    - Attachment C-2, Department of Housing & Community Development CDBG Program Labor Compliance Manual and Contract Language, pages 1-42.
    - Attachment C-3, Department of Housing & Community Development CDBG Program Section 3 Requirements and Forms, pages 1-42.

1.04 BID DOCUMENTS

A. BID FORMS:

1. GENERAL: Bids must be made on the blank bid forms prepared and provided by the Owner. Bids must give the prices proposed, both in writing and in figures, must give all other information requested, and must be signed by the bidder or his authorized representative, with his address.

2. BID PRICES: Bid prices must include everything necessary for the completion of the work including but not limited to providing the materials, equipment,

tools, plant and other facilities, and the management, superintendence, labor and services, and bonds. Bid prices must include allowance for federal, state, and local taxes. Bid prices shall be guaranteed by the Contractor for 90 days.

In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words are the amount bid. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price governs, and the correct product of the unit price and the estimated quantity is deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual item amounts govern and the correct total is deemed to be the amount bid.

3. BIDDER'S SIGNATURE AND AUTHORITY: If the bid is made by an individual, his or her name, signature, and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership, a list of the partners, and the signature of at least one of the general partners must be shown; if made by a corporation, the bid must show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. Any person signing the bid must certify that they are duly authorized to execute contracts on behalf of the bidder.

4. BID IRREGULARITIES: Each bid and the information requested, bound in the project manual, shall be enclosed in a sealed envelope and labeled as specified in the Invitation to Bid. Bidders are warned against making erasures or alterations of any kind, and bids containing omissions, erasures, or irregularities of any kind may be rejected. No oral, telegraphic, or telephonic bids or modifications will be considered.

5. MODIFICATION OF BID: Modification of a bid already received will be considered only if the modification is received prior to the time established for receiving bids. Modifications must be made in writing, executed, and submitted in the same form and manner as the original bid.

6. WITHDRAWAL OF BIDS: Within five days after the opening of bids, a bidder may withdraw his bid, if he establishes to the Owner's satisfaction that a mistake was made in preparing the bid. A bidder who wants to withdraw must give written notice to the Owner, specifying, in detail, how the mistake occurred and how the mistake made the bid materially different than it was intended to be. Withdrawal is not permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the work or in reading the project manual.

7. MAJOR EQUIPMENT ITEMS: Certain items of major equipment to be provided under this contract are shown on the plans. The bidder shall provide the name of the manufacturer of the equipment to be provided for all major equipment. Only one manufacturer shall be indicated for each item. By so indicating, the bidder warrants that equipment manufactured and/or supplied by the named manufacturer will be provided

on the project unless review of submittal information or performance under tests reveals that the manufacturer is unresponsive to the contract. Failure to indicate a manufacturer for any equipment may render the bid unresponsive to the invitation to bid and may be a basis for rejection of the bid.

The arrangements specified on the drawings are based on a particular manufacturer's equipment. Where the Contractor selects a manufacturer whose equipment arrangement is different than specified, the total amount listed in the bid shall provide for a complete operating installation for each equipment item listed, including any and all changes and additions in structure, piping, buildings, mechanical, electrical and control systems and accessories required to accommodate the listed manufacturer's equipment. The bid shall also include the preparation and submission of detailed drawings, calculations, and manufacturer's data to allow evaluation of the proposed equipment and to show all modifications to the work as necessary to accommodate the proposed manufacturer's equipment.

In the event that the Owner, at its sole discretion, determines that the equipment of the manufacturer listed by the Contractor and submitted for review does not meet the requirements of the contract, the Contractor shall select and submit for review equipment of another manufacturer which does meet the contract, and no increase in the total amount of the contract shall be allowed.

B. ALTERNATIVE MATERIALS AND EQUIPMENT:

The bidder may offer a deductive price to the Owner for supplying alternative or substitute equipment or material for items specified or shown in the plans by listing the specification section, item description, manufacturer, and deductive amount as a supplement to the bid. The bid shall be based on supplying equipment or material from manufacturers or suppliers specified or shown on the plans. Alternative or substitute equipment or material will be considered by the Owner after contract award and shall not be used in determining the basis of award. Selection of any offered alternate or substitution shall be at the Owner’s sole discretion and will be accomplished by issuing a deductive change order for an amount agreed upon.

Manufacturers or suppliers of materials and equipment may offer an alternative product to the Contractor and request that alternatives to specified products be considered equal. Inclusion of such alternatives in the bid is the responsibility of the Contractor. Inclusion should only be considered if the Contractor believes the offered alternative is equal in quality to the specified product. After award of contract, such offers of alternative products will be reviewed and processed as a substitution provided under paragraph 00 72 00-4.05.

Any request for substitute or “or equal” shall include the Manufacturer’s Certification of compliance with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58.

C. BID GUARANTY:

The bid form must be accompanied by a bid guaranty bond provided by a guaranty company authorized to carry on business in the State of California for payment to the Owner in the sum of at least ten (10) percent of the total amount of the bid price, or, alternatively, by a certified or cashier's check, payable to the Owner in the sum of at least ten (10) percent of the total amount of the bid price. The bonds must be executed by a duly licensed surety company, listed in the latest Circular 570 of the United States Treasury Department as being acceptable as surety on federal bonds. The bid guaranty bond must be provided on the form included in Section 00 43 13 of this project manual. The amount payable to the Owner under the bid guaranty bond or the certified or cashier's check, as the case may be, must be forfeited to the Owner as liquidated damages in case of a failure or neglect of the bidder to furnish, execute, and deliver to the Owner the required performance and payment bonds provided respectively in Sections 00 61 05 and 00 61 10, the evidences of insurance, and to enter into, execute, and deliver to the Owner the agreement on the form provided in Section 00 52 00, within ten (10) calendar days after receiving written notice from the Owner that the award has been made and the agreement is ready for execution.

D. LIST OF SUBCONTRACTORS:

Each bidder must have listed, on the form provided in Section 00 43 36, the name, address, and description of the work, of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of 0.5 percent of the total amount of his bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to provide materials and labor, labor only, or who specially fabricates and installs a portion of the work or improvement according to drawings contained in the project manual. Listings and subsequent substitutions, if any, must be done in conformance with the Subletting and Subcontracting Fair Practices Act, commencing at Section 4100 of the Public Contract Code of the State of California. Failure to list subcontractors may render a bid nonresponsive and may be grounds for rejection of the bid.

E. HUD SECTION 3 DOCUMENTATION

This project is funded by the State Department of Housing and Community Development (HCD) and the Federal Department of Housing and Urban Development (HUD) and is subject to Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 1702 u (Section 3).

Failure to complete and provide these forms could result in the bid being considered unresponsive. Bidders must provide completed Section 3 documents as provided in this document.

- Bidder’s Proposed Section 3 Contracts/Subcontracts
- Bidder’s Section 3 Proposed New Hires

F. HUD SECTION 3 COMPLIANCE

1. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, are be a condition of this contract and binding upon the Contractor and any subcontractors. Failure to fulfill these requirements will subject the Owner, the Contractor and any subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

2. The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 et seq.). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

3. The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

4. The Contractor certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

a. NOTIFICATIONS: The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

b. SUBCONTRACTS: The Contractor will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Contractor will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

G. SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES AND LABOR SUPLUS AREA FIRMS:

If subcontractors are to be used, then Contractor must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

1.05 BIDDER'S CERTIFICATIONS

A. QUALIFICATION OF BIDDER:

Bidder must certify that he is, at the time of bidding, and will be, throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project manual. Bidder must further certify that he is skilled and regularly engaged in the general class and type of work called for in the project manual.

The bidder must also certify that he is knowledgeable of the unusual and peculiar hazards associated with the general class and type of work required to construct the specified project within the terms given in the project manual. Bidder must be competent and skilled in the protective measures necessary for the safe performance of the construction work with respect to such unusual and peculiar hazards.

B. ADDENDA:

Each bid form must include specific acknowledgment, in the space provided, of receipt of all addenda issued and mailed by the Owner during the bidding period. Failure to so acknowledge may result in the bid being rejected as not responsive.

C. NONCOLLUSION AFFIDAVIT:

Pursuant to Section 7106 of the California Public Contract Code, a noncollusion affidavit is required on any public works contract of a public entity. The noncollusion affidavit must be executed by the bidder and notarized on the form provided in Section 00 45 19 of this project manual.

D. ANTI-LOBBYING CERTIFICATION

The bidder shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. The anti-lobbying certification must be executed by the bidder on the form provided in Section 00 45 21 of this project manual.

E. DEBARMENT AND SUSPENSION CERTIFICATION

Contractor's signature affixed to the BID form shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT Contractor or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. 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 three (3) years.

Any exceptions to this certification must be disclosed to CITYthe Owner. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

F. IRAN CONTRACTING AND STATE OF CALIFORNIA EXECUTIVE ORDER N-6-22:

Bidders must not be on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010, before the Agreement has been executed, unless the bidder is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the bidder shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the contract. Additionally, and to the extent applicable, the Owner shall adhere to State of California Executive Order N-6-22, issued on March 4, 2022, with regard to bidders.

1.06 POSTPONEMENT OF OPENING

The Owner reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Invitation to Bid. Postponement notices will be transmitted via email or mailing service to bidders in the form of addenda.

1.07 REJECTION OF BIDS

A. IRREGULAR BIDS:

The Owner reserves the right to reject bids which are incomplete, obscure, or irregular; bids which omit a bid on any one or more items for which bids are required; bids which omit unit prices if unit prices are required; bids in which unit prices are unbalanced in the opinion of the Owner; bids accompanied by insufficient or irregular bid security; and bids from bidders who have previously failed to perform properly or to complete on time contracts of any nature.

B. COLLUSION:

If the Owner has reason to believe that collusion exists among bidders, the Owner will reject the bids of the known participants in such collusion and may, at its option, require that all bidders certify under penalty of perjury that no collusion has occurred or exists. The Owner also, at its option, may reject all bids received.

1.08 RETURN OF BID GUARANTIES

Within 15 calendar days after the bids are opened, the Owner will return the bid guaranties accompanying the bids which are not to be considered in making the award. All other bid guaranties will be held until the contract has been fully executed. After that time they will be returned to the respective bidders whose bids they accompanied.

1.09 AWARD OF CONTRACT

Within ninety (90) calendar days after the date of opening bids, the Owner will act either to accept a bid or to reject all bids. Acceptance of a bid will be evidenced by a notice of award of contract in writing, delivered in person, or by certified mail, to the bidder whose bid is accepted. No other act of the Owner constitutes acceptance of a bid. The award of contract obligates the bidder whose bid is accepted to furnish performance and payment bonds and evidences of insurance, and to execute the agreement set forth in the project manual. The Owner will award a contract to the lowest responsive bidder on the basis of lowest total bid.

The Owner may initially Award the Contract for a portion of the work and reserves the right to add or remove any Bid Item or Alternative during the course of the Contract. Owner expects to receive additional funding in February that will affect selected scope of the final project. Items added or deleted after the Award will be completed as Change Orders at the Bid Price.

1.10 BASIS OF AWARD

The award will be made by the Owner to the lowest responsive and responsible bidder. Inclusion of bid items and alternatives in the final contract awarded will be at the Owner's sole discretion.

The Contract will be awarded, subject other provisions herein, to the Bidder submitting the lowest Base Bid.

If, at any time the contract is to be awarded, the total of the lowest acceptable Proposal exceeds the funds then estimated by the Owner as available, the Owner may reject all bids or take such other action as best serves the Owner's interests.

The Owner, reserves the right to accept or reject any or all proposals, and to waive any informalities and irregularities in said proposals, delete certain items from the proposal and postpone the award decision date to one that is mutually agreeable to the Owner and the low bidder.

1.11 EXECUTION OF CONTRACT

Within 10 calendar days after receiving written notice of the award of the contract, the contract agreement as provided in Section 00 52 00 must be executed in quadruplicate by the successful bidder and returned with the performance and payment bonds and evidences of insurance. After execution by the Owner, one copy of the agreement will be returned to the Contractor.

1.12 LABOR REQUIREMENTS

A. PREVAILING WAGE RATES AND APPRENTICESHIPS:

Employees of the Contractor and all subcontractors engaged on this project shall be compensated at or above the current highest prevailing wage rate determination issued by the Director of Industrial Relations and the Department of Labor. Copies of the applicable current **Federal prevailing wage rates** are provided in **Attachment A** to the project specifications. State prevailing wage rates are to be obtained from the Department of Industrial Relation website and are also provided in **Attachment B** to the project specifications. The Contractor and all subcontractors shall **pay the higher wage rate** in each craft, classification, or worker type. Wages to be paid laborers and mechanics on this project must be no less than the minimum either as determined by the Secretary of Labor or as determined by the Director of Industrial Relations in accordance with California Labor Code, Sections 1770, 1773 and 1773.1. Copies of the applicable prevailing wage rates must be posted at the work site.

Compliance with Section 1777.5 of the Labor Code, dealing with the employment of properly registered apprentices in all applicable occupations involved in the construction of this project, shall remain the responsibility of the Contractor. No apprentice may be placed on the job without prior submission of apprenticeship registration, allowable pay rates and approval of Owner's Representative. Failure to obtain prior approval will require payment of journeyman wages until approval is received. All apprentices must be registered with both the Department of Labor and the Department of Industrial Relations. All apprentices must be registered with both the Department of Labor and the Department of Industrial Relations.

B. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION:

The Contractor must comply with all state and federal laws and county and local ordinances and regulations which in any manner affect those engaged or employed in the work.

C. EMPLOYMENT PERMITS:

The Contractor must provide an employment permit prior to the initiation of any practices, work, method, or operation in accordance with Labor Code Section 6500.

~~1.13 SOIL INFORMATION~~

~~Subsoil investigations have been conducted at the site of the work, and the corresponding reports are included as a reference document available on the City's website. Soil investigations were conducted for design purposes. The data shown in the reports are for subsurface conditions found at the time of the investigation.~~

~~The Owner disclaims responsibility for the interpretation by bidders of data, such as projecting or extrapolating from the test holes to other locations on the site of the work soil bearing values and profiles, soil stability and the presence, level, and extent of underground water for subsurface conditions during construction operations.~~

1.14 SHEETING, SHORING AND BRACING

In accordance with the provisions of Section 6707 of the California State Labor Code, each bidder must list, in the bid item indicated, the amount included in his bid for trench and excavation, adequate sheeting, shoring and bracing, or equivalent method for the protection of life and limb, work which must conform to applicable State of California Construction Safety Orders. By listing this sum in his bid, the bidder warrants that his action does not convey tort liability to the Owner, the Owner's employees, or the Construction Manager.

1.15 OFFER OF ASSIGNMENT OF ANTITRUST ACTIONS

As provided by Sections 4550 and 4552 of the California Government Code, in submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment is made and becomes effective at the time the purchasing body tenders final payment to the bidder.

1.16 SALES AND USE TAX

Bidder shall refer to General Conditions paragraph 00 72 00-2.04 K for sales and use tax requirements for this project.

1.17 BID PROTEST PROCEDURE

Bid protest procedures are contained in Chapter 14.24 of the Crescent City Municipal code:

14.24.0190 Application

The protest procedures contained in this chapter apply to formal sealed bids and competitive proposals only. For purposes of this chapter any person who submitted either a bid or proposal is referred to as a “bidder” and any submitted big or proposal is referred to as a “bid.”

14.24.020 Eligibility to protest

Only a bidder who has actually submitted a bid is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit big protests. A bidder may not rely on the bid protest submitted by another bidder but must timely pursue its own protest.

14.20.030 Bid protest deadline

Any bid protest must be in writing and received by the City before 5:00 p.m. no later than two business days following the bid opening (the “Bid Protest Deadline”). The protesting bidder may submit the bid protest by personal delivery, courier, or facsimile transmission.

14.24.040 Bid protest - contents and procedure

A. Protest contents. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the contract documents upon which the protest is based. The protest must include the name, address, email address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

B. Copy to protested bidder. A copy of the protest and all supporting documents must be concurrently transmitted by facsimile transmission or electronic mail (email), before the Bid Protest Deadline, to the protested bidder.

14.24.50 Response to bid protest – contents

A. Response to protest. The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two business days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the “Response Deadline”). The protested bidder may submit the response to bid protest by personal delivery, courier, or facsimile transmission. The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder

B. Copy to protesting bidder. A copy of the response and all supporting documents must be concurrently transmitted by facsimile transmission or electronic mail (email), before the Bid Protest Deadline, to the protesting bidder.

14.24.060 Decision

Within five business days of the Response Deadline, the City Manager will issue a Decision on the bid protest. The decision of the City Manager is final.

14.24.070 Exclusive remedy

The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code claim or initiation of legal proceedings.

END OF SECTION

SECTION 00 31 46

PERMITS

PART 1 – GENERAL
1.01 The following permits for this project must be obtained and paid for by the Contractor.

A. Crescent City Business License
B. City Encroachment Permit (fee waived)

Other permits as required by State and Federal laws, rules and regulations.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 00 40 00

BID

City of Crescent City
377 J Street
Crescent City, CA 95531

Date: _____

The undersigned, as bidder, declares that he or she has have received and examined the project manual entitled "F STREET 3.5 TO 5th STREET STORM DRAIN PROJECT" and will contract with the Owner, on the form of agreement provided herewith, to do everything required for the fulfillment of the contract for the construction of the project at the prices and on the terms and conditions herein contained.

I agree that the contract documents include Parts A, B and C of this project manual as well as the referenced federal, state, and local agency requirements, specifically including Attachment C – CDBG Section 3 Labor Compliance.

I agree that the following are part of this bid:

Section	Title
00 40 00	Bid
00 41 00	Bidding Schedule
00 43 13	Bid Guaranty Bond
00 43 36	Proposed Subcontractors
00 45 13	Certification of Bidder's Experience and Qualifications
00 45 19	Non-Collusion Affidavit
00 45 21	Anti-Lobbying Certification
	Section 3 Requirements (Contractor, Sub Contractor and New Hires) MBE/WBE Outreach documentation (Good Faith Effort) will be required from low bidder.

I acknowledge that addenda numbers _____ through _____ have been received and have been examined as part of the project manual.

Attached is a bid guaranty bond duly completed by a guaranty company authorized to carry on business in the State of California in the amount of at least ten (10) percent of the total amount of our bid, or alternatively, there is attached a certified or cashier's check payable to the Owner in the amount of at least ten (10) percent of the total amount of our bid.

By submitting this bid, I, the undersigned, verify that Contractor is not listed on the governmentwide exclusions list in the System for Award Management (SAM).

Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements.

If the bid is accepted, I agree to sign the agreement without qualifications and to furnish the performance and payment bonds and the required evidence of insurance within 10 calendar days after receiving written notice of the award of the contract.

I, the undersigned, further agree, if the bid is accepted and a contract for performance of the work is entered into with the Owner, to so plan the work and to prosecute it with such diligence that the work will be completed within the time stipulated. It is expressly understood that time is of the essence.

The bidder declares that the Contractor's license number and expiration date and representations made therein are stated under penalty of perjury under the laws of the State of California.

_____
Name of Bidder

_____
Contractor's License No.

_____
License Expiration Date

_____
Signature of Bidder

_____
Title of Signatory

_____
Witness

_____
Address of Bidder

_____
Title of Witness

_____
State of Incorporation

END OF SECTION

SECTION 00 41 00

BIDDING SCHEDULE

PROJECT IDENTIFICATION: F Street 3.5 to 5th Street Storm Drain Project

THE BID IS SUBMITTED TO: City of Crescent City

BID SCHEDULE

	BASE BID ITEMS				
ITEM NO.	**ITEM DESCRIPTION**	**UNIT**	**QTY.**	**UNIT PRICE**	**TOTAL PRICE**
1	Mobilization	LS	1		
2	Water Pollution Prevention BMPs	LS	1		
3	Traffic Control	LS	1		
4	Sheeting, Shoring, Bracing	LS	1		
5	Quality Control	LS	1		
6	Demolition	LS	1		
7	Excavation for Road & Walks	CY	710		
8	Aggregate Base for asphalt paved section including patchback area	CY	350		
9	Hot Mix Asphalt Concrete including patchback at curb and gutter	Ton	270		
10	Storm Drain 36" HDPE	LF	530		
11	Storm Drain 24" HDPE	LF	40		
12	Storm Drain 18" HDPE	LF	140		
13	Storm Drain 12” HDPE	LF	36		
14	Drainage Inlets – Type GO	EA	4		
15	Junction Box – Single Frame & Cover	EA	4		
16	Concrete Sidewalks	SF	3,300		
17	Reinforced Concrete Driveways	SF	590		
18	Concrete Curb & Gutter	LF	650		
19	Back Curb with 12 inch footing	LF	112		
20	Valley Gutter reinforced 6" thick	SF	100		
21	ADA Corners including curb & gutter and 15 s.f. truncated dome panel each	EA	2		
	Total (Items 1 - 21)	$			

TOTAL BASE BID AMOUNT:

_____

($_____).

Quantities shown on the Bid Schedule are estimated for the purposes of bidding only. Actual construction quantities may vary. A bid price for all items in the Base Bid is required. The bid for

each item shall include the cost to perform all the work necessary for a complete project, whether or not any such work is specifically designated on the Plans or in the Specifications.

The cost of all work in the Contract Documents not specifically identified as an item or described as an item shall be included in the items and no additional compensation shall become due the Contractor by nature of compliance with the Contract Documents except as provided for in the provisions relating to extra work or changes in the work.

Bid award will be based on the lowest Total Base Bid Amount.

Actual contract amount will include all items selected by the Owner in accordance with paragraph 00 20 00-1.10.

END OF SECTION

SECTION 00 43 13

BID GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are jointly and severally held and firmly bound unto the City of Crescent City, hereinafter called the Obligee, each in the penal sum of ten (10) percent of the total amount of the bid of the Principal for the work, this sum not to exceed _____ dollars ($_____) of lawful money of the United States for the payment thereof unto the Obligee, the Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Principal has submitted or is about to submit a bid to the Obligee for the work described as construction of the "F STREET 3.5 TO 5TH STREET STORM DRAIN PROJECT" and to which reference is hereby made for all particulars;

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the contract, and if the Principal, within the time specified in the bid for such contract, enters into, executes, and delivers to the Obligee an agreement in the form provided therein complete with evidences of insurance and files with the Obligee two bonds, on to guarantee faithful performance and the other to guarantee payment for laobr and materials, as required by law, and in the form provided by Obligee, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Obligee the difference in money between the total amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to fulfill the contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, and the Obligee and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this ____ day of _____ , 20__, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

SIGNED AND SEALED this _____ day of _____, 20____.

(SEAL)

_____
Principal

_____
Signature for Principal

_____
Title of Signatory

(SEAL)

_____
Surety

_____
Signature for Surety

_____
Title of Signatory

END OF SECTION

SECTION 00 43 36

PROPOSED SUBCONTRACTORS

The following information gives the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater. No subcontractor who is not listed may be used without the written approval of the Owner in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. (Additional supporting data may be attached to this page. Each page must be sequentially numbered, e.g., 00 43 36-2, and headed "Proposed Subcontractors" and shall be signed.)

Contractor shall attach verification sheet from Department of Industrial Relations (DIR) showing that all subcontractors are registered in accordance with Labor Code Section 1725.5. All Subcontractors' contracts must include contract language that incorporates all requirements as stated in this contract.

Name	Location Place of Business	Description of Work	DIR

_____

Signature of Bidder

END OF SECTION

STATE OF CALIFORNIA
Department of Housing and Community Development
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Program
REQUIRED ITEM

BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

Type of Contract (Business or Profession)	Total No.	Total Approximate Dollar Amount	Estimated No. of Contracts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses

Section 3 Business Concern:

1. A business that is 51% or more owned by Section 3 residents, or

2. A business whose permanent full time work force is at least 30% are Section 3 residents or,

3. A business which contracts a dollar amount of all subcontracts with businesses as defined in numbers 1 and 2 above.

Company

Project Name

Project Number

Person Completing Form

Date

STATE OF CALIFORNIA
Department of Housing and Community Development
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Program
REQUIRED ITEM
BIDDER'S SECTION 3 PROPOSED NEW HIRES

Job Category	Total Estimated Positions Needed for the Project	No. of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	No. of Positions To be filled with Section 3 Residents
Officer/Supervisors				
Professionals				
Technical				
Housing Sales/ Rental Management				
Office/Clerical				
Service Workers				
Others				
Trade				
Journeymen				
Apprentices				
Trainees				
Others				
Trade				
Journeymen				
Apprentices				
Trainees				
Others				

Section 3 Resident:

Individual residing in a public housing project or within the non-metropolitan county in which the project is located and whose income does not exceed 80% of the higher of the median income, adjusted for family size, for the county of residence or the non-metropolitan area of the state.

Company

Project Name

Project Number

Person Completing Form

Date

SECTION 00 45 13

CERTIFICATION OF BIDDER'S

EXPERIENCE AND QUALIFICATIONS

The undersigned bidder certifies that he or she is, when the bid is submitted and will be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents. Bidder further certifies that he or she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

In accordance with the requirements of paragraph 00 20 00-1.05 A, the bidder represents that he is competent, knowledgeable and has special skills with respect to the nature, extent, and inherent conditions of the work to be performed. Bidder acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities he is bidding on that may create, during the construction program, unusual or peculiar unsafe conditions that will be hazardous to persons or property. Bidder expressly acknowledges that he is aware of these peculiar risks and that he has the skill and experience to foresee them, assess them, and to adopt protective measures to adequately and safely perform the construction work with respect to the hazards.

Signed this _____ day of _____, 20___.

_____
Name of Bidder

_____
Contractor's License No. and State

_____
Contractor's DUNS Number

_____
Signature of Bidder

_____
Title of Signatory

END OF SECTION

SECTION 00 45 19

NON-COLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS

STATE OF CALIFORNIA

COUNTY OF_____)

_____being first duly sworn, deposes and says
(name)

that he or she is _____ of
(Position Title)

_____,

(the Bidder)

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

DATED:_____ By_____
(Person signing for Bidder)

Subscribed and sworn to before me on

(Notarial Seal) _____

_____
(Notary Public)

END OF SECTION

SECTION 00 45 21

ANTI-LOBBYING CERTIFICATION

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 2 CFR 200 – Appendix II and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

(a) 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf 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 (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

SIGNATURE:_____

COMPANY NAME:_____

DATE: _____

END OF SECTION

SECTION 00 52 00

AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 20____ , by and between the City of Crescent City, a California municipal corporation hereinafter called the "Owner," and _____, hereinafter called the "Contractor."

WHEREAS, the Owner has caused a project manual to be prepared comprised of one volume of bidding and contract requirements, technical specifications and drawings for the construction of the “F STREET 3.5 TO 5th STREET STORM DRAIN PROJECT” as described therein; and

WHEREAS, the Contractor has offered to perform the proposed work in accordance with the terms of the contract as defined in Section 00 72 00;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained in the contract and to be performed, the Contractor hereby agrees to complete the work at the price and on the terms and conditions therein contained, and the Owner agrees to pay the Contractor the contract price provided therein for the fulfillment of the work and the performance of the covenants set forth herein.

It is expressly understood and agreed by the parties that with regard to all dates and time periods set forth, or referred to, in this Agreement, time is of the essence.

The further terms, conditions, and covenants of this agreement are set forth in the contract documents, each of which is attached hereto and by this reference made a part hereof:

Volume One:

- Part A, Bidding and Contract Requirements (including Addenda numbers _____ through _____);

- Part B, Technical Specifications; including attachments:
  - Attachment A, Federal Prevailing Wage Rates / Classifications
  - Attachment B, State Prevailing Wage Rates / Classifications
  - Attachment C, CDBG Program Labor Compliance and Contract Requirements

- Part C, a set of drawings consisting of one volume.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives this _____ day of _____, 2026 at Crescent City, California.

_____
Signature for Owner

_____
Title of Signatory

Attest: _____
Signature

_____
Title of Signatory

_____
Name of Contractor

_____
Signature for Contractor

_____
Title of Signatory

Attest: _____
Signature

_____
Title of Signatory

END OF SECTION

SECTION 00 61 05

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the City of Crescent City hereinafter designated the "Owner," has, on _____ _____, 20____, awarded to _____, hereinafter designated as the "Principal," a contract for the construction of the "F STREET 3.5 TO 5TH STREET STORM DRAIN PROJECT"; and

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

NOW, THEREFORE, WE, the Principal, and _____, as Surety, are held and firmly bound unto the Owner the penal sum of _____ dollars ($ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, his or her or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the Owner, its officers and agents as therein stipulated, then this obligation will become null and void; otherwise it will be and remain in full force and virtue and Principal and Surety, in the event suit is brought on this bond, will pay to the Owner such reasonable attorney's fees as fixed by the court.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in the said amount will hold good for a period of one (I) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or her or its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the said Owner from loss or damage made evident during said period of one year from the date of acceptance of said work, and resulting from or caused by defective materials and/or faulty workmanship in the prosecution of the work done, the above obligation in the said amount will remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder will continue so long as any obligation of the Principal remains.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same will, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20___, the name and corporate seal of each

corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

(Seal)

Signature for Principal

Title of Signatory

Surety

(Seal)

Signature for Surety

Title of Signatory

END OF SECTION

SECTION 00 61 10

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the City of Crescent City, hereinafter designated the "Owner," has, on _____ _____, 20____, awarded to _____, hereinafter designated as the "Principal," a contract for the construction of the “F STREET 3.5 TO 5TH STREET STORM DRAIN PROJECT”; and

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

NOW, THEREFORE, WE, the Principal, and _____, as Surety, are held and firmly bound unto the Owner the penal sum of _____dollars ($ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors, or assigns, should fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts due, or to be withheld pursuant to Sections I8806 of the Revenue and Taxation Code of the State of California with respect to such work or labor, as required by the provisions of Chapter III, Division V, Title I, of the Government Code of the State of California, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, appliances, or power use, in, upon, for, or about the performance of the work contracted to be executed or performed, or any person who performs work or labor upon same, or any person who supplies both work and materials, thereto, shall have complied with the provisions of said Government Code, then said surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to the Owner as fixed by the court.

This bond will inure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Government Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same will, in any way, affect its obligations of this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____
Principal

(Seal)

_____
Signature for Principal Title

_____
Surety

(Seal)

_____
Signature for Surety Title

END OF SECTION

SECTION 00 72 00

GENERAL CONDITIONS

PART 1--GENERAL INFORMATION

1.01 DEFINITIONS OF WORDS AND TERMS

Where used in the project manual, the following words and terms have the meanings indicated. The meanings are applicable to the singular, plural, masculine and feminine forms of the words and terms.

Acceptance. Formal action of the Owner in determining that the Contractor's work has been completed in accordance with the contract and in notifying the Contractor in writing of the acceptability of the work.

Act of God. A cataclysmic phenomenon of nature, such as an earthquake, flood, tsunami or cyclone. Rain, wind, high water, or other natural phenomenon which might reasonably have been anticipated from historical records of the general locality of the work are not be treated as Acts of God.

Addenda. Supplemental written specifications or drawings issued prior to execution of the contract which modify or interpret the project manual by addition, deletion, clarification, or corrections.

Bid. Offer of a bidder submitted on the prescribed form setting forth the price or prices of the work to be performed.

Bidder. Individual, partnership, corporation, or a combination thereof, including joint venturers, offering a bid to perform the work.

City of Crescent City. To be considered the same as “Owner”, refer to “Owner”.

Construction Manager. The person designated, in writing, by the Owner to act as its representative at the construction site and to perform construction inspection services and administrative functions relating to this contract. Initial contact by the Contractor with the Owner will be through the Construction Manager.

Contract. The writings and drawings embodying the legally binding obligations between the Owner and the Contractor for completion of the work. The contract includes the following documents:

Project Manual	Special Conditions	Notice of Award
Invitation to Bid	Specifications	Notice to Proceed
Information for Bidders	Contract Drawings	Change Orders
Bid Proposal	Addenda	Directives
General Conditions	Bonds	Design Brief
Supplementary Conditions	Agreement	

Contract Drawings. The drawings included in the project manual plus those prepared by the Owner and the Contractor pursuant to the terms of the contract. They include:

1. Drawings in Part C of the project manual.

2. Modifying drawings issued by addenda.

3. Drawings submitted by the Contractor during the progress of the work and accepted by the Owner either as attachments to change orders or as non-modifying supplements to drawings in Part C and drawings issued by addenda.

4. Drawings submitted by the Owner to the Contractor during the progress of the work either as attachments to the change orders or as explanatory supplements to drawings in Part C and drawings issued by addenda.

Contract Price. Amount payable to the Contractor under the terms and conditions of the contract based on the price given on the bidding schedule, with adjustments made in accordance with the contract. The base amount given in the bidding schedule must be either a lump sum bid or the summation of the unit price bids multiplied by the estimated quantities set forth in the bid form.

Contract Time. Number of calendar days stated in the contract for the completion of the work or portions thereof.

Contractor. The individual, partnership, corporation, or combination thereof, including joint venturers who enter into the contract with the Owner for the performance of the work. The term covers subcontractors, equipment and material suppliers, and their employees.

Contractor's Plant and Equipment. Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor to carry out the work, but not to be incorporated in the work.

Day. Calendar day.

Department. Department of Housing and Community Development.

Design Professional. Professional Engineer licensed to practice in the State of California retained by the Contractor.

Direct. Action of the Owner or Construction Manager by which the Contractor is ordered to perform or refrain from performing work under the contract.

Directive. Written documentation of the actions of the Owner or Construction Manager in directing the Contractor.

Equipment. Mechanical, electrical, instrumentation, or other device with one or more moving parts, or devices requiring an electrical, pneumatic, electronic, or hydraulic connection.

Furnish. To deliver to the job site or other specified location any item, equipment or material.

Herein. Refers to information presented in the project manual.

Holidays. Legal holidays designated by the state or specifically identified in the supplementary conditions.

Install. Placing, erecting, or constructing complete in place any item, equipment, or material.

May. Refers to permissive actions.

Owner. A public or quasi-public agency or authority, corporation, association, partnership, or individual for whom the work is to be performed. Under this contract, the Owner is identified by name in the agreement.

Owner's Representative. The person other than the Construction Manager designated in writing by the Owner to act as its agent on matters relating to this contract.

Paragraph. For reference or citation purposes, paragraph shall refer to the paragraph, or paragraphs, called out by section number and alphanumeric designator. For example, this definition is found in paragraph 00 72 00-1.01; permits and licenses are discussed in paragraph 00 72 00-1.05 B.

Person. The term, person, includes firms, companies, corporations, partnerships, and joint ventures.

Project. The undertaking to be performed under the provisions of the contract.

Project Manual. Those contract documents prepared for bidding and as amended by addenda.

Provide. Furnish and install, complete in place.

Punch List. List of incomplete items of work and of items of work that are not in conformance with the contract. The list will be prepared by the Construction Manager when the Contractor (1) notifies the Construction Manager in writing that the work has been completed in accordance with the contract and (2) requests in writing that the Owner accept the work.

Shall. Refers to actions by either the Contractor or the Owner and means the Contractor or Owner has entered into a covenant with the other party to do or perform the action.

Shown. Refers to information presented on the drawings, with or without reference to the drawings.

Specifications. That part of the contract documents consisting of written descriptions of the technical features of materials, equipment, construction systems, standards, and workmanship.

Specify. Refers to information described, shown, noted or presented in any manner in any part of the contract.

Submittals. The information which is specified for submission to the Construction Manager in accordance with Division 1 of the project manual.

Substantial Completion. Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the Owner can effectively utilize the substantially completed work. Determination of substantial completion is solely at the discretion of the Owner. Substantial completion does not mean complete in accordance with the contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the contract.

Substantial Completion Date. Date when the Owner puts into service the project, or that portion of the project that has been determined to be substantially complete.

Will. Refers to actions entered into by the Contractor or the Owner as a covenant with the other party to do or to perform the action.

Work. The labor, materials, equipment, supplies, services, and other items necessary for the execution, completion and fulfillment of the contract.

Working Day. Refers to definition as outlined in Section 8-1.06 of the State of California, Department of Transportation, Standard Specifications, 2006 edition.

1.02 JOINT VENTURE CONTRACTOR

If Contractor is a joint venture of two or more contractors, the grants, covenants, provisos and claims, rights, power, privileges and liabilities of the contract are joint and several. Any notice, order, direct request or any communication required to be or that may be given by the Owner or the Construction Manager to the Contractor under this contract, is sufficiently given to all persons in the joint-venture Contractor if it is given to any one or more of such persons. Any notice, request or other communication given by any one of such persons to the Owner or the Construction Manager under this contract is deemed to have been given by and binds all persons in the joint-venture Contractor.

1.03 CONTRACT REQUIREMENTS

A. SUCCESSORS' OBLIGATIONS:

The grants, covenants, provisos and claims, rights, powers, privileges and liabilities obtained in the contract documents must be read and held as made by and with, and granted to and imposed upon, the Contractor and the Owner and their respective heirs, executors, administrators, successors, and assigns.

B. ASSIGNMENT OF CONTRACT:

The contract must not be assigned in whole or in part without the written consent of the Owner. Involuntary assignment of the contract as caused by the Contractor being adjudged bankrupt, assignment of the contract for the benefit of Contractor's creditors or appointment of a receiver on account of Contractor's insolvency is considered as failure to comply with the provisions of the contract and subject to the termination provisions contained herein.

C. WAIVER OF RIGHTS:

Except as herein provided, no action or want of action on the part of the Contractor, Owner, Owner's Representative, or Construction Manager at any time with respect to the exercise of any right or remedies conferred upon them under this contract is a waiver on the part of the Contractor and Owner of any of their rights or remedies. No waiver is effective except in writing by the party to be charged. No waiver of one right or remedy acts as a waiver of any other right or remedy or as a subsequent waiver of the same right or remedy.

D. OFFER OF ASSIGNMENT OF ANTITRUST ACTIONS:

As provided by Sections 4550 and 4551 of the Government Code, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment is effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

E. AMENDMENT OF GENERAL CONDITIONS:

These general conditions may be amended only by mutual consent of the Owner and the Contractor in writing.

1.04 LABOR STANDARDS

A. WAGES:

1. GENERAL: The Contractor and each subcontractor engaged in the work must pay each employee an amount not less than the rate established for each trade or occupation listed by the Director of the Department of Industrial Relations, State of California, or the Secretary of Labor, whichever is greater. An employee whose type of work is not covered by any of the classified wage rates must be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

2. STATE/FEDERAL: State prevailing wages as set by the California Department of Industrial Relations and Federal (Davis-Bacon) prevailing wage rates as set by the Department of Labor for the work to be performed under this contract are included in Attachments A and B hereto.

3. PENALTY. The Contractor must forfeit, as penalty, to the Owner twenty-five dollars ($25.00) for each laborer, worker, or mechanic employed for each calendar day or portion thereof such laborer, worker, or mechanic is paid less than the general prevailing rate of wages for any work done under this contract, by him or by a subcontractor under him, in violation of the provisions of the California Labor Code, and, in particular, Sections 1770 and 1780 thereof.

4. PAYMENT OF WAGES: Pursuant to the Davis-Bacon Wage Act, Contractor and its subcontractors are required to pay wages not less than once per week.

B. PREFERENCE FOR RESIDENT LABOR:

In the employment of labor for performance of the work, the Contractor must give preference to qualified persons residing within the general area of the work.

C. HOURS OF LABOR:

Pursuant to the California Labor Code, eight hours of labor constitutes a legal day's work. The Contractor or any subcontractor may not require any more than eight hours of labor in a day from any person employed in the performance of the work under this contract. Failure of the Contractor to perform the work in accordance with this policy of the State of California is a failure on his part to comply with the provisions of this contract.

D. OVERTIME WORK:

Overtime and shift work may be established as a regular procedure by the Contractor with reasonable notice and written permission of the Owner. No work other than overtime and shift work established as a regular procedure will be performed between the hours of 6:00 p.m. and 7:00 a.m. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

All work over 8 hours per day and/or 40 hours per week is considered overtime. Hours over 8 in a day and/or 40 hours in a week must be paid at 1.5 times the rate of regular hours. Double time is required and due for work beyond 12 hours in a workday or 8 hours on the seventh day of a work week.

Contractor agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection includes inspection required during holidays, Saturdays, Sundays and weekdays between the hours of 6:00 p.m. and 7:00 a.m. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses that are directly chargeable to the overtime work. Contractor agrees that Owner will deduct such charges from payments due the Contractor.

E. COPELAND ANTI-KICKBACK ACT:

Contractor agrees that it will comply with the Copeland “anti-Kickback Act” (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3). As applied to this contract, the Copeland Anti-Kickback Act makes it unlawful to induce by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

F. APPRENTICES:

The Contractor and subcontractors under him must comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

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

All apprentices must be certified from the Department of Industrial Relations and the Department of Labor. Certificates from each program must be submitted with first payroll the apprentice works. Failure to provide the required certificates shall result in non-payment of the pay request(s) until the proper documents are provided.

G. TRAVEL AND SUBSISTENCE PAY:

The Contractor and subcontractors under him must comply with the requirements of Section 1773.8 of the Labor Code in the payment of travel and subsistence payments to each workman needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8.

H. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC 3701-3708):

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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.
3. Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.
5. No laborer or mechanic may be required to work in surrounding or under working conditions which are unsanitary, hazardous, or dangerous as established by Secretary of Labor pursuant to the Contract Work Hours and Safety Standards Act (codified at 40 USC 3701-3708).

I. STATE OF CALIFORNIA LABOR CODE SECTIONS 1810 AND 1811

Contractor shall comply with Labor Code §1810 and §1811 which stipulates that eight hour labor constitutes a legal day's work, and §1812 which stipulates that the contractor and subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work performed under the terms of the contract. Failure to comply with these sections of the of the Labor Code will subject the contractors to penalty and forfeiture provisions of the Labor Code §1813.

J. DRUG-FREE WORKPLACE COMPLIANCE

Contractor certifies that it shall comply with the Drug Free Workplace Act of 1988, as amended, 2 CFR Part 182 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), and the appropriate Federal Agency Regulations for Grants and Agreements, whichever would be applicable under Federal law, regarding Drug Free Workplace compliance. Contractor shall require compliance, if applicable, from subcontractors.

K. ELIGIBLE WORKERS

Contractor shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324a). Contractor shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any subcontract awarded under this contract. Contractor agrees to make these forms available in accordance with the access to records and record retention provisions of this contract.

L. “SECTION 3” CLAUSE

1. This is a HUD Section 3 construction contract. Contractors and subcontractors must address the Section 3 employment work hours benchmarks for Section 3 Workers and Targeted Section 3 Workers as established by the U.S. Department of Housing and Urban Development at 24 CFR Part 75.

    a. This is a Section 3 covered project. Section 3 projects mean housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds $200,000. The project is the site or

sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

b. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

c. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

d. The Contractor agrees or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

e. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.

f. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.

g. The Contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

h. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

i. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

j. The Contractor agrees to submit, and shall require its Subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

2. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

3. The contractor agrees to engage in qualitative efforts including but not limited to:

   a. Engaging in outreach efforts to generate job applicants who are Targeted Section 3 Workers.

   b. Providing training or apprenticeship opportunities.

   c. Providing or referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).

d. Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.

e. Promoting the use of business registries designed to create opportunities for disadvantaged and small businesses.

f. Engaging in outreach and referrals with the state one-stop system of the workforce Innovation and Opportunity Act.

4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

5. The contractor must meet the requirements of 24 CFR part 75.19, regardless of whether Section 3 language is included in agreements, program regulatory agreements, or contracts. these requirements include:

    a. Employment and Training

        i. To the greatest extent feasible, and consistent with existing Federal, state and local laws and regulations, contractors covered by this subpart will ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 Workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

        ii. Where feasible, priority for opportunities and training should be given to:

            1. Section 3 Workers residing within the service area or the neighborhood of the project; and

            2. YouthBuild participants.

    b. Contracting

        i. To the greatest extent feasible, and consistent with existing Federal, state and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 Workers residing with in the metropolitan area (or nonmetropolitan county) in which the project is located.

        ii. Where feasible, priority for contracting opportunities should be given to:

1. Section 3 business concerns that provide economic opportunities to Section 3 Workers residing within the service area or the neighborhood of the project; and

2. YouthBuild programs.

6. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75

7. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

8. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Ace (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

9. Contractor will retain all documentation, Contracts, and records for a minimum of five years.

1.05 LAWS, REGULATIONS AND PERMITS

A. GENERAL:

The Contractor must give the notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work. The Contractor is liable for violations of the law in connection with any work provided by the Contractor. If the Contractor observes that the drawings, specifications or other portions of the project manual are at variance with any laws, ordinances, rules or regulations, he must promptly notify the Construction Manager in writing of such variance. The Owner must promptly review the matter and, if necessary, issue a change order or take any other action necessary to bring about compliance with the law, ordinance, rule or regulation in question. Contractor agrees not to perform work known to be contrary to any laws, ordinances, rules or regulations.

B. PERMITS AND LICENSES:

Unless otherwise specified herein, permits and licenses from governmental agencies that are necessary only for and during the prosecution of the work and the subsequent guarantee period must be secured and paid for by the Contractor. Permits and licenses of regulatory agencies that are necessary to be maintained after completion of the guarantee period must be secured and paid for by the Owner.

C. PATENTS AND ROYALTIES:

1. The costs involved in fees, royalties or claims for any patented invention, article, process or method that may be used upon or in a manner connected with the work under this contract or with the use of completed work by the Owner, must be paid by the Contractor. The Contractor and his or her sureties must protect and hold the Owner, the design engineer, and the Construction Manager, together with their officers, agents and employees, harmless from any and all loss, defense costs and expenses, including attorneys fees, and against any and all demands made for such fees or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this contract, the Contractor must, if requested by the Owner, furnish acceptable proof of a valid release from all such fees or claims.

2. Should the Contractor, his or her agent, employee or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this contract, the Contractor must promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the Owner, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability, and market value to those planned or required under the contract. Descriptive information of these substitutions must be submitted to the Construction Manager for determination of general conformance to the design concept and the construction contract. Should the Owner elect to refuse the substitution, the Contractor agrees to pay such royalties and secure such valid licenses as may be requisite for the Owner, his or her officers, agents and employees or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity arising from that use.

D. COMPLIANCE WITH ENVIRONMENTAL LAWS:

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

E. HUMAN TRAFFICKING:

Pursuant to the Trafficking Victims Protection Act of 2000 (22 USC 7101 et seq.) and as required by 2 CFR part 175, the Contractor, its employees, subcontractors and their employees, must not:

1. Engage in severe forms of trafficking in persons during the contract term;

2. Procure a commercial sex act during the contract term; or

3. Use forced labor in the performance of the contract or any subcontract.

Definitions are contained at 22 U.S.C. 7102.

1.06 HEADINGS

Headings to parts, divisions, sections, paragraphs, subparagraphs and forms are inserted for convenience of reference only and do not affect the interpretation of the contract documents.

1.07 SUBCONTRACTS

The Contractor must perform with his or her own organization not less than one-half of the work and must not sublet to one subcontractor more than one-third of the work without the prior written consent of the Owner.

1.08 CONFLICT OF INTEREST

A. GENERAL:

If Contractor violates any provisions of the following Sections, such actions by the Contractor will render this Agreement void. (Public Contracts Code Section 10420).

B. CURRENT STATE EMPLOYEES: (Public Contracts Code Section10410)

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

C. FORMER STATE EMPLOYEES: (Public Contracts Code Section 10411)

1. For the two-year period from the date he or she left State employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency.

2. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by the State agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving State service.

1.09 NON-DISCRIMINATION

A. During the performance of this contract, Contractor shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race,

religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

B. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by CALTRANS to implement such article.

C. Contractor shall permit access by representatives of the Department of Fair Employment and Housing, Caltrans and CITY upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Caltrans shall require to ascertain compliance with this clause.

D. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

E. Contractor shall include the nondiscrimination and compliance provisions of this clause in all agreements with its subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under this contract.

F. Contractor must also comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subcontractors.

1.10 FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this contract, Contractor agrees as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
(4) Contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.11 REHABILITATION ACT OF 1973:

The Contractor, subcontractors, manufacturers and suppliers further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Contractors, subcontractors, manufacturers and suppliers with fifteen (15) or more permanent full or part time employees, the local designation for a specific person charged with local enforcement of this Act, as the “504 Coordinator.”

1.12 REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION:

Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any Crescent City employee. For breach or violation of this warranty, Crescent City shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

1.13 AMERICANS WITH DISABILITIES ACT:

Contractor agrees that curing the course of performing work under this project, it will fully comply with the applicable provisions of the American with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the AD (42 USC Section 12101 et seq.).

1.14 INTELLECTUAL PROPERTY TERMS:

A. GENERALLY:

To the extent any intellectual property is created or produced for under this Agreement, and not covered in other provisions herein, Contractor agrees to take reasonable steps to ensure that the City and Caltrans have the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in this Agreement.

B. INVENTIONS:

Inventions are any idea, methodologies, design, concept, technique, invention, discovery, improvement, or development regardless of patentability made by Contractor and/or a subcontractor during the term of this Agreement and in performance of any work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of work issued under this Agreement. Contractor and any subcontractor hereby grant the City and Caltrans Government Purpose Rights to any invention created as a result of the work performed under this Agreement. “Government Purpose Rights” are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. “Government Purpose Rights” also include the right to release or disclose said invention(s) outside Caltrans for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the invention(s) for any State government purpose. “Government Purpose Rights” do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

C. AVOIDANCE OF INFRINGEMENT:

Contractor and subcontractors must agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If Contractor or a subcontractor becomes aware of any such possible infringement in the course of performing any work under this Agreement, then the Contractor or

subcontractor must immediately notify the City in writing, and the City will then immediately notify Caltrans in writing.

1.15 CHILD SUPPORT COMPLIANCE ACT:

Contractor acknowledges and agrees to the following:

The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and The Contractor, to the best of their knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

1.16 ENERGY EFFICIENCY:

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the California energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

1.17 ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT:

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, people with physical disabilities. A building or facility designed, constructed, or altered with funds allocated or reallocated under this subpart after November 21, 1996 and that meets the definition of residential structure as defined in 24 CFR 40.2, or the definition of building as defined in 41 CFR 101-19.602(a), is subject to the requirements of the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards.

PART 2 - OWNER-CONTRACTOR RELATIONS

2.01 AUTHORITY OF OWNER

A. GENERAL:

The Owner, acting through the Owner's Representative and the Construction Manager, has the authority to act as the sole judge of the work and materials with respect to both quantity and quality as set forth in the contract. It is expressly stipulated that the drawings, specifications and other contract documents establish the requirements as to the nature of the completed work and, except in those instances where the nature of the completed work is dependent on the method of performance, do not purport to control the method of performing work.

B. AUTHORITY OF OWNER'S REPRESENTATIVE:

1. GENERAL: Except for those decisions expressly reserved to the City Council of the City of Crescent City, the Owner's Representative has the authority to act on behalf

of the Owner on change orders, progress payments, contract decisions, and acceptability of the Contractor's work.

2. CHANGE ORDERS: Up to an aggregate limit of 10% of the Contract price, the Owner's Representative has the authority to accept or reject change orders proposed by either the Construction Manager or the Contractor.

3. PROGRESS PAYMENTS: The Owner's Representative has the authority to accept or reject requests for progress payments which have been submitted by the Contractor and recommended by the Construction Manager.

4. CONTRACT DECISIONS: Should the Contractor disagree with the Construction Manager's decision with respect to the contract, the Contractor may request that the Owner's Representative review the Construction Manager's decision and make a determination on behalf of the Owner in the manner provided under paragraph 00 72 00-2.05 F.2.

5. ACCEPTABILITY OF WORK: The Owner's Representative has the authority to make the initial determination of the acceptability of the work as provided under paragraph 00 72 00-7.05. The Owner's Representative also has the authority to accept or reject initially the Construction Manager's recommendations regarding retention of defective work as provided in paragraph 00 72 00-4.09 B. Each of these determinations is made subject to the authority of the City Council of the City of Crescent City.

6. EARLY POSSESSION: The Owner's Representative has the authority to take early possession in accordance with paragraph 00 72 00-7.06.

C. AUTHORITY OF CONSTRUCTION MANAGER:

1. GENERAL: The Construction Manager is the construction site representative of the Owner, employed to act as advisor and consultant to the Owner in construction matters related to the contract. The Owner has delegated his authority to the Construction Manager to make initial decisions regarding questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work under the contract. The Construction Manager interprets the intent and meaning of the contract and makes initial decisions with respect to the Contractor's fulfillment of the contract and the Contractor's entitlement to compensation. The Contractor must look initially to the Construction Manager in matters relating to the contract. The Construction Manager's decisions are subject to review by the Owner's Representative in accordance with paragraph 00 72 00-2.05 F.2.

2. INSPECTION OF CONSTRUCTION: The Construction Manager has access to the work and to the site of the work and to the places where work is being prepared or where materials, equipment, and machinery are being obtained for the work. If requested by the Construction Manager, the Contractor must provide the assistance necessary for obtaining such access, and must provide information related to the inspection of construction.

3. CHANGE ORDERS: The Construction Manager has the authority to initiate or recommend change orders. Change orders are subject to review and approval by the Owner.

D. USE OF CONTRACTOR'S PLANT AND EQUIPMENT:

Contractor agrees to make available to the Owner his plant and equipment for the performance of work at the project site. The Owner agrees that the use of such plant and equipment is extra work and will be paid for accordingly.

2.02 RESPONSIBILITIES OF OWNER

A. ATTENTION TO WORK:

The Owner will notify the Contractor in writing of the name of the Owner's Representative and of the Construction Manager. The Construction Manager normally will be at the site of the work. During his absences, the Contractor may contact a previously designated representative of the Construction Manager.

B. OWNER'S EMPLOYEES:

The Owner is responsible for the adequacy, efficiency, and sufficiency of his employees and of any consultant, supplier or subcontractor employed by the Owner.

2.03 AUTHORITY OF CONTRACTOR

A. CONTRACTOR'S REPRESENTATIVE:

The Contractor must notify the Owner in writing of the name of the person who will act as the Contractor's representative and will have the authority to act in matters relating to this contract. This person must have authority to carry out the provisions of the contract and to supply materials, equipment, tools, and labor without delay for the performance of the work.

B. CONSTRUCTION PROCEDURES:

The Contractor will supervise and direct the work. He has the authority to determine the means, methods, techniques, sequences and procedures of construction, except in those instances where the Owner, to define the quality of an item of work, specifies in the contract, a means, method, technique, sequence or procedure for construction of that item of work.

C. SUBCONTRACTORS:

Subcontractors do not have a direct relationship with the Owner. The persons engaged in the work, including employees of subcontractors and suppliers, are considered employees of the Contractor and their work is subject to the provisions of the contract. References in the project manual to actions required of subcontractors, manufacturers, suppliers, or any person other than the Contractor, the Owner or the Construction Manager require the Contractor in turn to require that subcontractor, manufacturer, supplier or person to perform the specified action.

2.04 RESPONSIBILITIES OF CONTRACTOR

A. SUBCONTRACTORS, MANUFACTURERS AND SUPPLIERS:

The Contractor is responsible for the adequacy, efficiency and sufficiency of subcontractors, manufacturers, suppliers and their employees. The Contractor shall perform, with

Contractor's own organization, contract work amounting to not less than 50 percent of the original total contract price.

B. CONTRACTOR'S EMPLOYEES:

The Contractor is responsible for the adequacy, efficiency, and sufficiency of his employees. Workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them.

C. PAYMENT FOR LABOR AND MATERIALS:

The Contractor must pay and require his subcontractors to pay any and all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments and other wage and salary deductions required by law. The Contractor also must pay and require his or her subcontractors to pay any and all accounts for services, equipment, and materials used by him and by his subcontractors during the performance of work under this contract. These accounts must be paid as they become due and payable. If requested by the Owner, the Contractor must furnish to the Owner proof of payment of these accounts.

D. ATTENTION TO WORK:

The Contractor, acting through his or her representative, must give personal attention to and manage the work so that it is prosecuted faithfully. When his or her representative is not personally present at the project site, his designated alternate must be available and have the authority to act on the contract.

E. EMPLOYEE SAFETY:

The Contractor alone is responsible for the safety of his or her own employees and his or her subcontractor's employees. The Contractor must maintain the project site and perform the work in a manner that meets the Owner's responsibility under statutory and common law for the provision of a safe place to work.

F. PUBLIC SAFETY AND CONVENIENCE:

The Contractor must conduct his or her work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work. Work will be performed so as to insure the protection of persons and property. No road or street will be closed to the public except with the permission of the Construction Manager and the proper governmental authority. Fire hydrants on or adjacent to the work must be accessible to fire fighting equipment. Temporary provisions must be made by the Contractor to insure the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches, and natural water courses.

G. COOPERATION WITH CONSTRUCTION MANAGER:

The Contractor, when requested, must assist the Construction Manager in obtaining access to work which is to be inspected. The Contractor must provide the Construction Manager with information requested in connection with the inspection of the work.

H. RECORDS RETENTION

H. RECORDS RETENTION

Contractor must use an accounting system that conforms to Generally Accepted Accounting Principles (GAAP) and enables the determination of incurred costs at interim points of completion and provides support for reimbursement payment vouchers or invoices. All accounting records, books, records, accounts, documentation, and all other materials to this Contract must be maintained for a minimum of three (3) years from the date of final payment to Contractor and shall be held open to inspection, copying and audit by representatives of the Owner, HCD, the California State Auditor, and auditors representing the federal government, during reasonable times at Contractor's office. Contractor must permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by HCD, for the purpose of any investigation to ascertain compliance with grant agreement between Owner and HCD.

I. WORK SITE SECURITY

The Owner has limited security at the area the work is to take place; therefore the Contractor shall not rely upon the Owner's security to protect the work site from theft or vandalism. The Contractor is responsible for providing necessary security measures to prevent theft or vandalism of material and equipment stored on site, work that has been completed, and work that is in the process of being completed. The Contractor shall repair or replace any damage or theft that occurs throughout the course of the work at no additional cost to the Owner.

J. CONTRACTOR AND SUBCONTRACTORS DAILY WORK REPORTS

The Contractor shall submit a daily report to the Construction Manager at the end of each shift worked. Daily reports shall include the following:

1. List all personnel working on the project and their classification,
2. Equipment utilized,
3. Shift and hours worked,
4. Accident report(s) if applicable,
5. Material/Equipment deliveries,
6. Production report covering day's activities.

K. SALES AND USE TAX REQUIREMENTS

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest, must:

1. USE TAX DIRECT PAYMENT PERMIT: For all leases and purchases of materials, equipment, supplies or other tangible property used to perform the Contract and shipped from outside California, the Contractor and any subcontractor leasing or purchasing the materials, equipment, supplies or other tangible personal property must obtain a Use Tax Direct Payment Permit from the California State Board of Equalization (SBE) in accordance with the applicable SBE criteria and requirements.

2. SELLER'S PERMIT: Contractor and any construction subcontractor whose subcontract is for $5,000,000 or more must elect to allocate the local sales and use tax

derived from the Contract directly to the local jurisdiction (Del Norte County) where the jobsite is located. For this purpose, the Contractor and such subcontractors must obtain a seller's permit or a sub-permit of their seller's permit for the specific jobsite and allocate the local tax to the jobsite on Schedule C of their sales and use tax return.

L. COST PRINCIPLES

Contractor agrees that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

M. MANDATORY ORGANIC WASTE RECYCLING

Pursuant to Public resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, the Contractor must arrange for organic waste or commercial was recycling services that separate/source organic waste for organic waste recycling. The Contractor must provide the Owner with proof of compliance, i.e., organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling.

2.05 OWNER-CONTRACTOR COORDINATION

A. SERVICE OF NOTICE:

Notice, order, direction, request or other communication given by the Construction Manager or Owner to the Contractor is well and sufficiently given to the Contractor if left at any office used by the Contractor or delivered to any of his officers, clerks or employees or posted at the site of the work or mailed to the Contractor at the address given in the contract document or mailed to the Contractor's last known place of business. If mailed by first-class mail, any form of communication is deemed to have been given to and received by the Contractor a day after the day of mailing.

B. SUGGESTIONS TO CONTRACTOR:

A plan or method of work suggested by the Owner or the Construction Manager to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, is used at the risk and responsibility of the Contractor. The Owner and the Construction Manager assume no responsibility for the decision to use that plan or method of work and they are not liable for any defects in the work that result from or are caused by use of such plan or method of work.

C. COOPERATION:

The Contractor agrees to permit entry to the site of the work by the Owner or other contractors performing work on behalf of the Owner. The Contractor must afford to the Owner and other contractors and their employees, reasonable facilities and cooperation and must arrange his or her work and dispose of his or her materials so as not to interfere with the activities of the Owner or of others upon the site of the work. The Contractor must promptly make good any injury or

damage that may be sustained by other contractors or employees of the Owner at his or her hands. The Contractor must join his work to that of others and perform his work in proper sequence in relation to that of others.

If requested by the Contractor, the Owner will arrange meetings with other contractors performing work on behalf of the Owner to plan coordination of construction activities. The Owner must keep the Contractor informed of the planned activities of other contractors.

Differences or conflicts arising between the Contractor and other contractors employed by the Owner or between the Contractor and the workers of the Owner with regard to their work must be submitted to the Construction Manager for his decision in the matter. If the work of the Contractor is affected or delayed because of any act or omission of other contractors or of the Owner, the Contractor may submit for the Owner's consideration, a documented request for a change order.

D. DEVIATION FROM CONTRACT:

Neither the Contractor nor the Owner may make an alteration or variation in, addition to, or deviation or omission from the terms of this contract without the written consent of the other party.

E. DIFFERING SITE CONDITIONS:

Pursuant to Public Contract Code Section 7104, the Contractor shall promptly, and before such conditions are disturbed, notify the Owner in writing of:

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

2. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids

3. Unknown physical conditions at the site of an unusual nature, differing materially from those both ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract.

The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not the work is changed as a result of such conditions, an equitable adjustment will be made and the contract modified in writing accordingly.

In the event that a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

No claim by the Contractor under this clause is allowed unless the Contractor has given the notice required, except that the Owner may extend the prescribed time.

No claim by the Contractor for an equitable adjustment under this clause will be allowed if it is asserted after final payment under this contract.

F. CLAIMS:

1. DETERMINATION BY CONSTRUCTION MANAGER: Questions regarding the meaning and intent of the contract documents must be referred by the Contractor in writing to the Construction Manager for his decision. The Construction Manager must respond to the Contractor in writing with his decision. If the Contractor disagrees with the Construction Manager's decision or considers that the decision requires extra work, he must, within five calendar days, notify the Construction Manager in writing of the disagreement or of the claimed extra work involved and of the estimated cost of said work.

2. APPEALS TO THE OWNER'S REPRESENTATIVE: In the event the Contractor disagrees with any determination or decision of the Construction Manager, the Contractor may, within 15 calendar days of the date of such determination or decision, appeal the determination or decision to the Owner's Representative. The Owner's Representative must review the appeal and transmit his decision in writing to the Contractor within 30 calendar days from the receipt of the appeal. Any failure of the Contractor to appeal the decision or the determination of the Construction Manager within the 15-day period is a waiver of the Contractor's right thereafter to assert a claim resulting from such determination or decision.

3. ARBITRATION: All claims, counterclaims, disputes and other matters in question between the Owner and the Contractor that are not resolved between the Owner's Representative and the Contractor will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

PART 3--SPECIFICATIONS AND DRAWINGS

3.01 INTERPRETATION OF SPECIFICATIONS AND DRAWINGS

A. GENERAL:

The specifications and drawings are intended to be explanatory of each other. Work specified on the drawings and not in the specifications, or vice versa, must be executed as if it were specified in both.

B. REQUEST FOR CLARIFICATION:

In the event the work to be done or matters related to the work are not sufficiently detailed or explained in the contract documents, the Contractor must apply to the Construction Manager for further explanations as may be necessary and must conform thereto so far as may be consistent with the terms of the contract. In the event of doubt or question arising respecting the true meaning of the specifications or drawings, reference must be made to the Construction Manager for his decision. Should the Contractor disagree with the Construction Manager's decision, he may appeal to the Owner's Representative in accordance with paragraph 00 72 00-2.05 F.2.

3.02 DIVISION OF SPECIFICATIONS AND DRAWINGS

Specifications and drawings are divided into groups for the convenience of the Owner and Construction Manager. These divisions are not for the purpose of apportioning work or responsibility for work among subcontractors, suppliers and manufacturers.

3.03 DISCREPANCIES IN SPECIFICATIONS AND DRAWINGS

A. ERRORS AND OMISSIONS:

If the Contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the Owner's field work, he must immediately inform the Construction Manager in writing. The Construction Manager must promptly review the matter and if he finds an error or omission has been made, he must determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the contract, the Owner must issue an appropriate change order. After discovery of an error or omission by the Contractor, related work performed by the Contractor is done at his risk unless authorized by the Construction Manager. In the event the Contractor disagrees with the determination of the Construction Manager under this provision, he may appeal to the Owner's Representative in accordance with paragraph 00 72 00-2.05 F.2.

B. CONFLICTING PROVISIONS:

In cases of conflict between the specifications and drawings, the more stringent governs. Figure dimensions on drawings govern over scale dimensions and detail drawings govern over general drawings. In the event an item of work is described differently in two or more locations on the drawings and in the specifications, the Contractor must request a clarification from the Construction Manager.

C. UTILITIES:

The Owner has endeavored to determine the existence of utilities at the site of the work from the records of the owners of known utilities in the vicinity of the work. The positions of these utilities as derived from such records are shown on the drawings. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the drawings. It is the responsibility of the Contractor to determine the exact location of utilities and service connections thereto. The Contractor must make his own investigations, including exploratory excavations, to determine the locations and type of existing utilities, including service connections, prior to commencing any work that could result in damage to those utilities. The Contractor must immediately notify the Construction Manager as to any utility discovered by him in a different position than shown on the drawings or that is not shown on the drawings.

Work on utilities must be performed and paid for as follows:

1. Known utilities. The Contractor must provide all labor, equipment, materials, and services necessary to remove, relocate or maintain utilities specified on the drawings. The work on each utility must be performed in a manner satisfactory to the utility owner. The utility owner has the option of

doing such work with his own forces at the Contractor's expense, or permitting the work to be performed by the Contractor.

2. Service connections. Locations of service connections are not specified on the drawings. The Contractor must provide all labor, equipment and material to remove, relocate or maintain service connections. The work on service connections must be performed in a manner satisfactory to the service connection owner. The service connection owner has the option of doing such work with his own forces at the Contractor's expense, or permitting the work to be performed by the Contractor.

3. Unknown utilities. When a utility is not specified on the drawings, or it is located in a position different from that specified on the drawings, and interferes with the work, a change order based on changed site conditions will be issued in accordance with paragraph 00 72 00-7.02. Interference with the work is defined as a utility that crosses or projects into the plane of the work at an elevation between the top and bottom of the work. If it is necessary to remove, relocate, or temporarily maintain the utility, that work shall be included in the change order. The utility owner has the option of doing such work at the Contractor's expense, or permitting the work to be performed by the Contractor. In either case, the cost of the work will be included in the change order.

No representations are made that the obligations to move or temporarily maintain the utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it is the responsibility of the Contractor to investigate to find out whether or not the cost is required to be borne by the owner of the utility.

The right is reserved to governmental agencies and to owners of utilities to enter upon streets, alleys, rights-of-way or easements for the purpose of making changes in their property made necessary by the work and for the purpose of maintaining and making repairs to their property.

3.04 SUBMITTALS

Where required by the specifications, the Contractor must submit specified information that will enable the Construction Manager to advise the Owner whether the Contractor's proposed materials, equipment or methods of work are in general conformance to the design concept and in compliance with the drawings and specifications. The requirements for submittals are specified in Part B.

3.05 CONTRACTOR'S COPIES OF PROJECT MANUALS

Within 10 days after notice to proceed, the Owner will furnish to the Contractor 4 sets of project manuals including half-size drawings, and 2 sets of full-size drawings. The Contractor is advised that revisions incorporating changes by addenda will not be incorporated into the reduced or full-size drawings furnished under the provisions of this paragraph. Additional copies of the project manual, if required by the Contractor, will be furnished by the Owner at cost. The Contractor must keep at the construction site at least one set of the project manual and one set of full-size drawings.

PART 4--MATERIAL, EQUIPMENT AND WORKMANSHIP

4.01 GENERAL

Unless otherwise specifically stated in the contract documents, the Contractor must provide and pay for materials, labor, tools, equipment, water, light, power, transportation, supervision, and temporary construction of any nature, and other services, and facilities of any nature, to execute, complete and deliver the work within the specified time. Material and equipment must be new and of a quality at least equal to that specified. Equipment offered must be current modifications which have been in successful regular operation under comparable conditions. This requirement does not apply to minor details, nor to thoroughly demonstrated improvements in design or in materials of construction. All construction work must be executed in conformity with the standard practice of the relevant trade.

4.02 PRODUCT DATA

Where required by the specifications, the Contractor must provide product data, which is a submittal furnished for information only. The information and data furnished is required by the Owner for inspecting, testing, operating and maintaining parts of the work. The requirements for product data are specified in Part B.

4.03 QUALITY

Where the contract requires that materials or equipment be provided or that construction work be performed, and detailed specifications of such materials, equipment or construction work are not set forth, the Contractor must perform the work using materials and equipment of the best grade in quality and workmanship obtainable in the market, from firms of established good reputations, and must follow standard practices in the performance of construction work. The work performed must be in conformity and harmony with the intent to secure the highest standard of construction and equipment of work as a whole and in part.

4.04 MATERIAL AND EQUIPMENT SPECIFIED BY NAME

When material or equipment is specified by reference to two or more patents, brand names, or catalog numbers, it is understood that this is referenced for the purpose of defining the performance or other salient requirements, and that other materials or equipment, of equal capacities, quality and function will be considered by the Owner upon the Contractor's request for substitution. Requests for substitution must be made in accordance with paragraph 00 72 00-4.05.

4.05 REQUESTS FOR SUBSTITUTION

The Contractor may offer material or equipment of equal or better quality and performance in substitution for those specified. The Owner will consider offers for substitution only from the Contractor and will not acknowledge or consider such offers from suppliers, distributors, manufacturers, or subcontractors. The Contractor's offers of substitution must be made in writing to the Construction Manager and must include sufficient data to enable the Construction Manager to assess the acceptability of the material or equipment for the particular application and requirements.

If the offered substitution necessitates changes to or coordination with other portions of the work, the data submitted must include drawings and details showing such changes. Contractor agrees to perform these changes as part of the substitution of material or equipment at no additional cost to the Owner. Within 30 calendar days after receipt of the offer of substitution, the Construction Manager will review the material submitted by the Contractor and advise the Contractor of objections, if any, to the proposed substitution or if further information is required. Upon notification by the Construction Manager, the Contractor must either provide material or equipment that complies with project specifications or if requested, furnish additional information. Although the Construction Manager may not take any objections to the proposed substitution, that will not relieve the Contractor from responsibility for the efficiency, sufficiency, quality and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name. Any cost difference associated with a substitution must be reflected in the offer and the contract documents must be modified by a change order.

4.06 DEMONSTRATION OF COMPLIANCE WITH CONTRACT REQUIREMENTS

A. INSPECTION:

To demonstrate his or her compliance with the contract requirements, the Contractor must assist the Construction Manager in his or her performance of inspection work. The Contractor must grant the Construction Manager access to the work and to the site of the work, and to the places where work is being prepared, or whence materials, equipment or machinery are being obtained for the work. The Contractor must provide information requested by the Construction Manager in connection with inspection work.

If the contract documents, laws, ordinances, or any public regulatory authority require parts of the work to be specially inspected, tested or approved, the Contractor will give the Construction Manager adequate prior written notice of the availability of the subject work for examination.

If parts of the work are covered in contravention of the Construction Manager's directive, the cost of exposing the work for inspection and closing must be borne by the Contractor regardless of whether or not the work is found to be in compliance with the contract.

If any work is covered in the absence of the Construction Manager's directive to the contrary, the Contractor must, if directed to do so by the Construction Manager, uncover, expose or otherwise make available for inspection, portions of covered work. If it is found that such work is defective, the Contractor must bear the expense of uncovering and reconstructing. If the work is found to be in compliance with the contract, the Contractor will be allowed an increase in the contract price, or an extension in the contract time, or both. A change order will be issued to document the increase, extension or both.

B. SAMPLES OF MATERIALS:

In cases where compliance with contract requirements for materials to be incorporated in the work requires laboratory examination or special testing, the Contractor must provide samples or specimens as requested by the Construction Manager. Such samples or specimens must be provided in ample time to permit making proper test analysis and examinations before incorporating the material into the work. Tests of material will be conducted in accordance with the technical specifications. In the absence of a specific test requirement, the Construction Manager will determine the appropriate standard test to be used.

C. CERTIFICATION:

In cases where compliance of materials or equipment to contract requirements is not readily determinable through inspection and tests, the Construction Manager will request that the Contractor provide properly authenticated documents, certificates or other satisfactory proof of compliance. These documents, certifications, and proofs must include performance characteristics, materials of construction and the physical or chemical characteristics of materials.

D. INSPECTION AT POINT OF MANUFACTURING:

If Owner's inspection and testing of materials or equipment in the vicinity of the work is not practicable, the specifications may require that the inspection and testing or witnessing of tests take place at the point of manufacture. In this case and in the event the remote inspection and testing is not specified and is requested by the Owner, the required travel, subsistence, and labor expenses will be paid by the Owner. If the Contractor requests the Owner to inspect and test material or equipment at the point of manufacture, then the additional cost to the Owner for travel, subsistence, and labor expenses must be paid by the Contractor.

4.07 STORAGE OF MATERIALS AND EQUIPMENT

Materials and equipment must be stored so as to insure the preservation of their quality and fitness for the work. Stored equipment and materials must be located so as to facilitate inspection. The Contractor is responsible for damages that occur in connection with the care and protection of materials and equipment until final acceptance of the work.

4.08 MANUFACTURER'S DIRECTIONS

Manufactured articles and materials and equipment must be applied, installed, connected, erected, adjusted, tested, operated and maintained as recommended by the manufacturer, unless otherwise specified. Manufacturer's installation instructions and procedures must be provided or obtained prior to installation of the manufactured articles, material, and equipment.

4.09 DEFECTIVE WORK

A. CORRECTION OF DEFECTIVE WORK:

When, and as often as the Construction Manager determines through his or her inspection procedures to be the case, material, equipment or workmanship incorporated in the project do not meet the requirements of the contract, the Construction Manager will give written notice of the noncompliance to the Contractor. Within five days from the receipt of the notice, the Contractor must undertake the work necessary to correct the deficiencies, and to comply with the contract. If the Contractor disagrees with the Construction Manager's determination and believes that the corrective work should be covered by a change order, he or she must immediately notify the Owner's Representative, in writing, setting forth his position. Within five days after receipt of the Contractor's notification, the Owner's Representative will review the matter and notify the Contractor, in writing, of his determination. If the Owner's Representative determines that the corrective work is required to comply with the contract, the Contractor must proceed with that work. As a condition precedent to the Contractor's request for either additional compensation or time extension, or both, resulting from the performance of the corrective work, the Contractor must, within 15 calendar days after receipt of the Owner's Representative's determination, notify the Owner's Representative in writing of his intent to claim additional compensation, time or both. The

Contractor must document the cost information associated with the corrective work with daily records in accordance with paragraph 00 72 00-7.02 F and provide that information to the Construction Manager monthly. Receipt of the cost data by the Construction Manager will not be construed to be an acceptance of the corrective work, or an authorization for a change order to cover the corrective work.

B. RETENTION OF DEFECTIVE WORK:

Prior to acceptance of the project, the Owner may, at his option, retain work which is not in compliance with the contract if the Owner determines that such defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable. The Owner also may retain defective work, if, in the opinion of the Construction Manager, and with concurrence of the Owner's Representative, removal of that work is impractical or will create conditions that are dangerous or undesirable. Just and reasonable value for such defective work will be judged by the Owner and appropriate deductions will be made in the payments due, or to become due to the Contractor. Final acceptance does not act as a waiver of the Owner's right to recover from the Contractor an amount representing the deduction for retention of defective work.

4.10 GUARANTEE

The guarantee period is 365 days from the Notice of Completion. During the guarantee period, the Contractor must, upon the receipt of notice in writing from the Owner, promptly make all repairs arising out of defective materials, workmanship or equipment. The Owner is hereby authorized to make such repairs, if ten days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of an emergency where, in the opinion of the Owner, delay could cause serious loss or damage, repairs may be made without notice to the Contractor and the expenses in connection with those repairs are chargeable to the Contractor.

For the purpose of this paragraph, "acceptance of the work" means the acceptance of the project by the Owner, in accordance with paragraph 00 72 00-7.07. "Acceptance of the work" does not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this contract that has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements continue to be binding on the Contractor until they have been fulfilled.

The Owner and the Contractor agree that guarantee on the equipment possessed and used by the Owner in accordance with paragraph 00 72 00-7.06 will commence on the date that the Owner takes possession of the equipment and so notifies the Contractor in writing. Owner and Contractor further agree that such taking possession and use may not be deemed as substantial completion or acceptance of any part of the work. Takeover of equipment will be at the Owner's option and will not be made until the equipment can be put into routine service on a permanent basis.

4.11 DOMESTIC PREFERENCE

In accordance with 2 CFR 184.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The

requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this contract.

Additionally, the funding source dictates that the Grantee meet the 2 CFR 184 to Build America, Buy America (BABA) Act.

4.12 PROCUREMENT OF RECOVERED MATERIALS UNDER RCRA

Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of an item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PART 5--LIABILITY AND INSURANCE

5.01 LIABILITY OF CONTRACTOR

The Contractor is liable for any and all losses or damages from whatever cause that, prior to final acceptance, may occur on or to any part of the work. The Contractor is not liable for losses or damages caused solely by the act of the Owner.

The Contractor is liable for damages and injury to persons owning property, on or in the vicinity of the work, or which occur to a person, persons or any property whatsoever, arising out of the Contractor's performance of this contract. The Contractor's liability is not dependent upon whether or not such damage or injury be caused by the negligence of the Contractor, and whether or not such damage or injury is caused by the inherent nature of the work as specified.

The Contractor must indemnify and hold the Owner, the Construction Manager, the design engineer, and their officers, principals, agents, subcontractors, and employees, harmless from any and all loss, defense cost, expense, claims, demand or liability whatsoever, arising from allegations of injuries to persons or damage to property related to the performance of this contract, regardless of concurrent negligence on the part of such indemnitees. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers compensation acts, disability benefit acts, or another employee benefit act.

In case any suit or legal proceeding is brought against the Owner, the Construction Manager, the design engineer, or their officers, principals, agents, subcontractors, or employees, on account of loss or damage sustained by a person, or persons, or property, as a result of the performance of the work covered by this contract, the Contractor agrees to assume the cost of defense of that action, and to pay the expenses connected therewith, and the judgments that may be obtained against the Owner, the Construction Manager, the design engineer, or their officers, principals, agents, subcontractors, or employees, in such suits. In the event that a lien is placed against the property of the Owner, the Construction Manager, the design engineer, or their officers, principals, agents, subcontractors, or employees, as a result of such suits, the Contractor agrees

immediately to cause the same to be dissolved and discharged by giving bond or otherwise. This agreement to defend and to pay the related expenses exists whether or not the alleged injuries or damage are due to the negligence of the Contractor, and whether or not the alleged injuries or damage are caused by the inherent nature of the work, as specified.

The mention of specific duties or liabilities imposed on the Contractor are not a limitation or restriction of general duties or liabilities imposed upon the Contractor by the contract. Reference to specific duties or liabilities is made herein, merely for the purpose of explanation.

5.02 BONDS

The Contractor must provide two bonds, each in the amount of 100 percent of the contract price. One bond will serve as security for the faithful performance of the work and the other as security for the faithful payment and satisfaction of the persons furnishing materials and performing labor on the work. The bonds must be issued by a corporation duly and legally licensed to transact surety business in the State of California. The two bonds must remain in force throughout the period required to complete the work, and thereafter for a period of 365 calendar days after final acceptance of the work. The bonds must be executed by a duly licensed surety company that is listed in the latest Circular 570 of the United States Treasury Department as being acceptable as surety on federal bonds. No surety's liability on the bonds may exceed the underwriting limitations for the respective surety specified in Circular 570. The scope of the bonds or the forms thereof prescribed in these contract documents in Sections 00 61 05 and 00 61 10 in no way affect or alter the liabilities of the Contractor to the Owner.

5.03 INSURANCE

A. GENERAL:

1. EVIDENCE OF INSURANCE: Prior to execution of the contract, the Contractor must file, with the Owner, evidences of insurance from the insurer, certifying to the coverage of the insurance required herein. The evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer, and must certify the names of the insured, the type and amount of insurance, the location and operations to which the insurance applies, and the expiration date. The evidences must include the agreement of the insurer to give, by registered mail, notice to the Owner at least 30 calendar days prior to the effective date of cancellation, lapse, or material change in the policy.

This Certificate of Insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of the contract with respect to which this certificate is issued, the insurance afforded by the policies described herein is subject to the terms, exclusions, and conditions of such policies.

2. CANCELLATION OF INSURANCE: The Contractor must deliver to the Owner policies of insurance and the receipts for payment of premiums thereon. Should the Contractor neglect to obtain and maintain in force such insurance, and deliver such policy or policies and receipts to the Owner, then Owner may obtain and maintain such insurance. The Contractor hereby appoints the Owner his true and lawful attorney, to do the things necessary for this purpose. Money expended by the Owner under the provisions of this paragraph for insurance premiums will be charged to the Contractor. Failure of the Owner

to obtain such insurance in no way relieves the Contractor of his responsibilities under this contract.

3. ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best rating of no less than A: VII, unless otherwise approved by the Owner.

B. MINIMUM SCOPE AND LIMIT OF INSURANCE:

1. Coverage shall be at least as broad as:

   a. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The required insurance must be maintained until final acceptance of the work and must continue for a period of 365 calendar days after the final acceptance of the work.

   b. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than $2,000,000 per accident for bodily injury and property damage.

   c. Workers' Compensation: Insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

2. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3. The insurance policies are to contain or be endorsed to contain the following provisions:

   a. The Owner, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

   b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials,

employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

4. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Owner for all work performed by the Contractor, its employees, agents, and subcontractors.

PART 6--PROGRESS AND COMPLETION

6.01 NOTICE TO PROCEED

After execution of the contract by the Owner, written notice to proceed will be given by the Owner to Contractor. Notwithstanding other provisions of the contract, the Contractor is not obligated to perform work and the Owner is not obligated to accept or pay for work performed by the Contractor prior to date of the notice to proceed. The Owner's knowledge of work being performed prior to date of the notice to proceed does not obligate the Owner to accept or pay for such work.

6.02 CONTRACT TIME

A. GENERAL:

Time is of the essence of the contract. The Contractor must promptly start the work after the date of the notice to proceed and must prosecute the work so that the project is complete within the time specified in Section 01 11 05. During periods when weather or other conditions are unfavorable for construction, the Contractor will pursue only such portions of the work as will not be damaged thereby. No portions of the work where acceptable quality or efficiency will be affected by unfavorable conditions may be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the Owner that the contract time for completion of the work is reasonable, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

B. CONSTRUCTION SCHEDULE:

The Contractor shall provide a construction schedule and reports for scheduling and coordinating the work within the contract time. Contract time extensions must be incorporated into updated schedules, reflecting their effect at the time of occurrence. Failure of the Contractor to comply with these requirements for submittal of the construction schedule and reports will be cause for delay in review of progress payments by the Construction Manager.

C. CONSTRUCTION PROGRESS:

The Contractor must furnish such manpower, materials, facilities, and equipment as may be necessary to insure the prosecution and completion of the work in accordance with the accepted schedule. If work falls behind the accepted construction schedule, the Contractor agrees that he or she will take some or all of the following actions to return the project to the accepted schedule. These actions may include the following:

1. Increase manpower in quantities and crafts;

2. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of equipment, or any combination of the foregoing; and/or

3. Reschedule activities.

If requested by the Construction Manager, the Contractor shall prepare a proposed schedule revision demonstrating a plan to make up the lag in progress and insure completion of the work within the contract time. The proposed revision must be submitted to the Construction Manager in accordance with Section 01 33 00. Upon receipt of an acceptable proposed schedule, the revision to the construction schedule will be made in accordance with paragraph 01 33 00-4. All actions to return the project to the accepted schedule are at the Contractor's expense.

The Contractor must pay all costs incurred by the Owner that result from the Contractor's action to return the project to its accepted schedule. Contractor agrees that Owner may deduct such charges from payments due the Contractor. It is further understood and agreed that none of the services performed by the Construction Manager in monitoring, reviewing, and reporting project status and progress operate to relieve the Contractor of responsibility for planning and managing construction work in conformance with the construction schedule.

D. DELAYS:

1. NOTICE OF DELAYS: When the Contractor foresees a delay in the prosecution of the work and, in any event, immediately upon the occurrence of a delay that the Contractor regards as unavoidable, he must notify the Construction Manager in writing of the probability of the occurrence of the delay, the extent of the delay, and its probable cause. The Contractor must take immediate steps to prevent, if possible, the occurrence or continuation of the delay. If this cannot be done, the Construction Manager must determine how long the delay is likely to continue and to what extent the prosecution and completion of the work are being delayed. The Contractor must also determine whether the delay is to be considered avoidable or unavoidable and notify the Contractor of his determination. The Contractor agrees that no claim is allowed for delays the causes of which are not called to the attention of the Construction Manager at the time of their occurrence or as soon thereafter as Contractor becomes aware of them.

2. AVOIDABLE DELAYS: Avoidable delays in the prosecution of the work include delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or his subcontractors. Avoidable delays include:

a. Delays which may in themselves be unavoidable but which affect only a portion of the work and do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the contract time.

b. Time associated with the reasonable interference of other contractors employed by the Owner which do not necessarily prevent the completion of the whole work within the contract time.

3. UNAVOIDABLE DELAYS: Unavoidable delays in the prosecution or completion of the work include delays that result from causes beyond the control of the Contractor and could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or his subcontractors. Delays in completion of the work of other contractors employed by the Owner will be considered unavoidable delays insofar as they interfere with the Contractor's completion of the work. Delays due to normal weather conditions are not regarded as unavoidable because the Contractor agrees to plan his work with prudent allowances for interference by normal weather conditions. Delays caused by acts of God, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes and shortages of materials are considered unavoidable delays if they prevent the Contractor from proceeding with at least seventy-five percent (75%) of the normal labor and equipment force for at least five hours per day toward completion of the current controlling item on the accepted critical path schedule.

If abnormal conditions prevent the work from beginning at the usual starting time, or prevent the Contractor from proceeding with seventy-five percent (75%) of the normal labor and equipment force for a period of at least five hours per day, and the crew is dismissed as a direct consequence, Contractor will not be charged for a working day whether or not conditions change so that the major portion of the day could be considered to be suitable for work on the controlling item.

E. EXTENSION OF TIME:

1. AVOIDABLE DELAYS: If the work is not completed in the accepted construction schedule, including any extension of time that may have been granted for unavoidable delays, the Contractor will be assessed damages for those costs incurred by the Owner that are attributable to the fact that the work was not completed on schedule.

The Owner may grant an extension of time for avoidable delay if he deems it in his best interest. If the Owner grants an extension of time for avoidable delay, the Contractor agrees to pay actual costs, including charges for engineering, inspection, and administration, as specified in paragraph 00 72 00-7.04, incurred during the extension.

2. UNAVOIDABLE DELAYS: For delays that the Contractor considers to be unavoidable, he must submit to the Construction Manager complete information demonstrating the effect of the delay on the controlling operation in the accepted construction schedule. The submission must be made within 30 calendar days of the occurrence that is claimed to be the cause of the unavoidable delay. The Construction Manager will review the Contractor's submission and determine the number of days of unavoidable delay and the effect of any unavoidable delay on controlling operations of the work. The Owner agrees to grant an extension of time to the extent that unavoidable delays affect controlling operations in the construction schedule. During such extension of time, neither extra compensation, nor engineering inspection and administration, nor damages for delay will be charged to the Contractor. It is understood and agreed by the Contractor and Owner that time extensions due to unavoidable delays will be granted only if such unavoidable delays involve controlling operations which would prevent completion of the whole work within the specified contract time.

3. LIQUIDATED DAMAGES: It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of working days as set forth in Section 01 11 05, damage will be sustained by the Owner, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner will sustain in the event of and by

reason of the delay; and it is therefore agreed that the Contractor will pay to the Owner, the sum of One Thousand Two Hundred dollars ($1,200.00) per day for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed; and the Contractor agrees to pay the liquidated damages herein provided for, and further agrees that the Owner may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

6.03 SUSPENSION PROCEDURES

The Owner may, at his convenience and at any time and without cause, suspend, delay, or interrupt all or any part of the work for a period of not more than 90 days by notice in writing to the Contractor. The Owner must specify the date on which the work must be resumed. The work must be resumed by the Contractor within 10 days after receiving written notice from the Owner to do so. The Contractor will be allowed an increase in the contract price or an extension of contract time, or both, directly attributable to any suspension if he makes a claim therefore as provided in the paragraphs related to change of contract price and change of contract time.

6.04 DEFAULT PROCEDURES

A. EVENTS OF DEFAULT:

The Owner may declare the Contractor in default of the contract if any one or more of the following events occurs:

1. Contractor is bankrupt or insolvent.
2. Contractor makes a general assignment for the benefit of creditors.
3. A trustee or receiver is appointed for Contractor, or for any of Contractor's property.
4. Contractor files a petition to take advantage of any debtor's act, or to reorganize under any bankruptcy chapter or law.
5. Contractor repeatedly fails to make prompt payments to subcontractors or others for labor, materials, or equipment.
6. Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction.
7. Contractor disregards the authority of Construction Manager.
8. Contractor violates in any substantial way the provisions of the contract documents by failing, neglecting, or refusing to proceed according to and in full compliance with the provisions and covenants of the contract documents, *including completing the work within the time prescribed.*

B. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE:

In the event the Owner declares the Contractor be in default, the Owner will must give written notice of default to the Contractor's Representative either personally or by certified mail to the business address of the Contractor. Notice will be given as of the date of personal service or

the date of delivery of the certified mail. Except for emergencies, the Contractor will have ten (10) days to cure the default after the date of the notice. If the default cannot be reasonably cured within ten (10) days, then Contractor must commence to cure the breach within ten (10) days and diligently and continuously prosecute such cure to completion within a reasonable amount of time, which in no event may be later than twenty-one (21) days after receipt of the notice.

C. REMEDIES FOR DEFAULT:

In the event that the Contractor fails to cure any default declared by Owner within the time period set forth above, then the Owner may pursue any remedies available under law or equity, including, without limitation, the following:

1. Invoke Performance Bond. The Owner may, with or without terminating the contract and reserving to itself all rights to damages related thereto, exercise its right under the performance bond.

2. Suspend the Contract. The Owner may, without terminating the contract and reserving to itself all rights to damages related thereto, suspend all or any portion of this contract for as long a period of time as the Owner determines, in its sole discretion, appropriate, in which event the Owner will have no obligation to adjust the contract price or contract time, and will have no liability to Contractor for damages if the Owner directs Contractor to resume work.

3. Perform and Withhold. The Owner may, without terminating the contract, engage others to perform the work or portion of the work that has not been performed by Contractor and withhold the cost thereof to the Owner from future payments to Contractor, reserving to itself all rights to damages related thereto.

4. Delete Certain Services. The Owner may, without terminating the contract, delete certain portions of the work, reserving to itself all rights to damages related thereto.

5. Terminate the Contract. The Owner may terminate all or any part of this contract for default in accordance with the provisions below, reserving to itself all rights to damages related thereto.

6. Additional Provisions. All of Owner's rights and remedies under this contract are cumulative and in addition to those rights and remedies available in law or in equity. Designation in the contract of certain breaches as material may not be construed as implying that other breaches not so designated are not material nor may such designations be construed as limiting Owner's right to terminate the contract, or the exercise of its other rights or remedies for default, to only material breaches. Owner's determination of whether there has been noncompliance with the contract so as to warrant exercise by Owner of its rights and remedies for default under the contract, will be binding on all parties. No termination or action taken by Owner after such termination will prejudice any other rights or remedies of Owner provided by law or equity or by the contract upon such termination; and Owner may proceed against Contractor to recover all damages, liquidates or otherwise, suffered by Owner.

6.05 TERMINATION PROCEDURES

A. TERMINATION BY OWNER FOR DEFAULT:

The Owner may terminate the contract upon 7 days written notice to Contractor and his surety whenever the Contractor is deemed to be in default or if Contractor fails to fulfill, in a timely and proper manner, the contract obligations, or is in violation of any provisions or covenants of the contract.

For purposes of this paragraph, the Contractor is in default if any one or more of the following events occurs:

1. Contractor is bankrupt or insolvent.

2. Contractor makes a general assignment for the benefit of creditors.

3. A trustee or receiver is appointed for Contractor, or for any of Contractor's property.

4. Contractor files a petition to take advantage of any debtor's act, or to reorganize under any bankruptcy chapter or law.

5. Contractor repeatedly fails to make prompt payments to subcontractors or others for labor, materials, or equipment.

6. Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction.

7. Contractor disregards the authority of Construction Manager.

8. Contractor violates in any substantial way the provisions of the contract documents by failing, neglecting, or refusing to proceed according to and in full compliance with the provisions and covenants of the contract documents.

After termination of the Contract for default, the Owner may exclude the Contractor from the site and take possession of the work and all of the Contractor's tools, appliances, construction equipment, and machinery at the site and use the same to the full extent they could be used by the Contractor. The Owner may incorporate in the work all materials stored at the site or for which the Owner has paid the Contractor that are stored elsewhere. In such case, the Contractor is not entitled to receive any further payment until the work is finished.

If the unpaid balance of the contract price exceeds the direct and indirect cost of the completed work, including compensation for additional professional services, the excess must be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The costs incurred by the Owner will be verified by the Construction Manager and incorporated into a change order, but in finishing the work, the Owner will not be required to obtain the lowest figure for work performed.

Where the Contractor's services have been so terminated by the Owner, the termination does not affect any rights of the Owner against the Contractor then existing or that may thereafter accrue. Any retention or payment of monies due the Contractor by the Owner will not release the Contractor from liability.

If the Owner terminates this agreement for default, and it is thereafter determined that the Contractor had not so failed to perform its obligations or defaulted in any way, the termination will

then be deemed to have been effected for the convenience of the Owner. In that event, any adjustment of compensation to Contractor must be in accordance with paragraph 00 72 00-6.04 B.

C. TERMINATION BY OWNER FOR OTHER THAN DEFAULT:

The Owner may, without prejudice to any other remedy it may have under the provisions of the contract, terminate this contract, in whole or in part, at any time by giving written notice to Contractor or its representative by certified mail, return receipt requested. Termination is effective upon receipt of the notice by Contractor. Contractor must immediately discontinue work and take all reasonable steps with its suppliers and subcontractors to minimize cancellation charges and other costs.

In the event of termination for reasons other than default of Contractor, Contractor is entitled to recover all reasonable costs incurred in connection with performance of the work, plus any cost and expense reasonably and necessarily incurred in connection with the termination, plus a percentage of the profit based on the percentage of completion of the work.

C. TERMINATION BY CONTRACTOR:

If the work is stopped by order of a court, a public authority or the Owner for a period of 90 calendar days or more, through no act or fault of the Contractor or anyone employed by him or his subcontractors, then the Contractor may terminate the contract upon 10 calendar days written notice to the Owner. Upon receipt of the written notice, the Owner must implement procedures as set forth in paragraph 00 72 00-6.04 B.

PART 7 -- MEASUREMENT AND PAYMENT

7.01 PAYMENTS TO CONTRACTOR

A. BREAKDOWN OF CONTRACT PRICES:

Except in cases where unit prices form the basis for payment under the contract, the Contractor must, within 20 days of receipt of the notice to proceed, submit a breakdown of the contract price showing the value assigned to each part of the work including an allowance for profit and overhead. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the work represents his estimate of the actual cost, including profit and overhead, of performing that part of the work. The breakdown must be sufficiently detailed to permit its use by the Construction Manager as one of the bases for evaluating requests for payment.

B. PROJECT STATUS REVIEW:

Contractor and Construction Manager shall meet each month prior to the Contractor submitting the progress payment request for the previous month. The purpose of the meeting is to review project status in relation to the construction schedule; review value of work completed during the previous month; and, if applicable, review Contractor's plans to return project status to that required by the schedule. Within 5 days following this meeting, the Contractor shall submit a written progress report comprising:

1. A copy of the current construction schedule marked up to indicate percent complete, actual completion or start dates since the previous review, and the estimated remaining duration for each activity in progress.

2. Reasons any activities are behind schedule and a description of the corrective steps being taken.

C. PROGRESS PAYMENTS:

1. PAYMENT REQUEST PROCEDURES: By the 5th day of each month, the Contractor must submit to the Construction Manager a partial-payment estimate, filled out and signed by the Contractor, covering acceptable work performed during the previous month or since the last partial payment estimate was submitted. If requested by the Construction Manager, the Contractor must provide additional data to support the payment estimate. Additional data may include satisfactory evidence of payment for equipment, materials, and labor including payments to subcontractors and suppliers. Requests for payment for delivered equipment and material must be accompanied by certified invoices by the suppliers. Such equipment and material must be suitably and safely stored at the site of the work.

2. REVIEW PROCEDURES: Within 7 days after receipt of the partial payment estimate, the Construction Manager will review the estimate and either (a) indicate in writing to the Owner's Representative his concurrence with the estimate and his recommendation that payment be made or (b) indicate in writing to the Contractor his reasons for not concurring with the estimate. If the Construction Manager recommends payment and the Owner's Representative concurs, the Owner will, within 30 calendar days after receipt of the Construction Manager's recommendation, pay the Contractor a progress payment on the basis of the approved partial-payment estimate. The payments will take into account the retention provisions provided for herein.

In the event the Construction Manager does not concur with the estimate, the Contractor may make the changes necessary to obtain the Construction Manager's concurrence and resubmit the partial-payment estimate, or submit the original progress-payment estimate directly to the Owner's Representative, indicating in writing his reasons for refusing to make the changes necessary to obtain concurrence.

3. RETENTION: The Owner will retain a percentage of each payment except as specified below in accordance with Public Contract Code Section 7201. The retained amount is available for the protection and payment of the person, or persons, mechanics, subcontractors, or materialmen who perform labor or work under the contract, and persons who supply such person, persons or subcontractors with components and supplies for carrying on such work.

The Owner will retain 5 percent of each progress payment.

Under no circumstances shall any provision of this section be construed to limit the ability of the Owner to withhold 150 percent of the value of any disputed amount of work from the final payment, as provided for in Section 7107 of the Public Contract Code. In the event of a good faith dispute, nothing in this section shall be construed to require the Owner to pay for work that is not approved or accepted in accordance with the proper plans or specifications.

4. WITHHOLDING: The Construction Manager may refuse to recommend the whole or any part of any payment if in the Construction Manager's opinion it would be incorrect to make such recommendation to the Owner. The Construction Manager may also refuse to recommend any payment, or because of subsequently discovered evidence or the result of any tests, may nullify any payment previously recommended to such extent as may be necessary in the Construction Manager's opinion to protect the Owner from loss as a result of:

a. Defective or damaged work.

b. A deductive change order.

c. Persistent failure of the Contractor to perform the work in accordance with the contract documents, including failure to maintain the progress of the work in accordance with the construction schedule. Persistent failure to maintain the progress of the work means that for a period of two consecutive months following a written notice from the Construction Manager, the Contractor fails to correct a behind-schedule condition at a rate that would reasonably indicate that he will finish the project on schedule.

d. Disregard of authority of the Construction Manager or the laws of any public agency having jurisdiction.

The Owner may refuse to make payment of the full amount recommended by the Construction Manager because of claims made against the Owner on account of Contractor's performance or furnishing of the work or because liens have been filed in connection with the work or because there are other items entitling Owner to reduce the amount recommended. In such case, the Owner will give Contractor prompt written notice with a copy to the Construction Manager stating the reasons for each action.

5. STOP PAYMENT NOTICES: The Owner, by and through the Construction Manager or other authorized officers, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims filed pursuant to Section 3179, et seq., of the Civil Code of the State of California.

6. PROMPT PAYMENT: Prompt payment for partial-payment estimates will be made in accordance to Public Contracts Code Section 20104.50.

D. FINAL PAYMENT:

On the condition that no liens or claims are outstanding, Owner will make final payment to the Contractor in the manner provided by law following the expiration of 35 calendar days after acceptance of the work and filing of the notice of completion by the Owner. Final payment must include the entire sum found to be due under this contract after deducting previous payments and such other lawful amounts as the terms of this contract describe. Prior estimates and payments, including those relating to extra work or work omitted, are subject to correction by the final payment.

Acceptance by the Contractor of final payments as acts as a release to the Owner of all claims by and all liability to the Contractor other than claims in stated amounts that may be specifically excepted by the Contractor for things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. Payment by the Owner does not release the Contractor or his surety from any obligation under the contract or under the performance bond and payment bonds.

7.02 CHANGE ORDERS

A. GENERAL:

The Owner may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to the following changes:

1. In the specifications (including drawings and designs).

2. In the method or manner of performance of the work.

3. In the Owner-furnished facilities, equipment, materials, services, or site.

4. Directing acceleration in the performance of the work.

Any other written order or an oral order (which terms as used in this paragraph shall include direction, instruction, interpretation, or determination) from the Owner, that causes any such change, must be treated as a change order under this clause, if the Contractor gives the Owner written notice stating the date, circumstances, and source of the order and if the Contractor regards the order as a change order.

Except as provided in this clause, no order, statement, or conduct of the Owner is or may be treated as a change order under this clause nor does it entitle the Contractor to an equitable adjustment.

If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment must be made and the contract modified in writing accordingly. However, except for claims based on defective specifications, claims will not be allowed for any costs incurred more than 20 days before the Contractor gives written notice as required. Also, in the case of defective specifications for which the Owner is responsible, the equitable adjustment includes any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order or the furnishing of a written notice, submit to the Owner a written statement setting forth the general nature and monetary extent of such claim, unless the Owner extends this period. The statement of claim hereunder may be included in the notice.

A claim by the Contractor for an equitable adjustment will not be allowed if it is asserted after final payment under this contract.

B. EXTRA WORK:

Extra work means providing materials and equipment and performing work not directly or by implication called for by the contract. Changes in measured quantity under a unit price contract or item are not extra work. If the Owner requires extra work he may (1) do it himself, (2) employ others to do it, (3) direct the Contractor to perform the extra work at unit bid price or a combination of such items, (4) direct the Contractor to perform the extra work at a mutually agreed upon lump sum, or (5) direct the Contractor to perform the extra work on a time and expense basis.

C. OMITTED WORK:

The Owner may, by written order to the Contractor, omit work, equipment, and material to be provided under the contract, and the value of the omitted work, equipment and material will be deducted from the contract price. The deducted value will be a lump sum or unit bid price agreed upon in writing by the Contractor and Owner based on the breakdown and cost information submitted by the Contractor.

D. UNIT BID PRICE CHANGE:

Increases or decreases in the quantity of a contract item of work that was bid on a unit basis will be made by comparing the total pay quantity of such item of work with the Construction Manager's estimate. When changes in quantities exceed 25 percent of the original bid quantity and the total dollar change of that bid item is significant, the Owner will review the unit price to determine if a new unit price should be negotiated. Methods for Changed Quantity Payment Adjustments shall be those specified in the Caltrans Standard Specifications, latest edition.

E. LUMP SUM CHANGES:

Whenever the Contractor is directed to perform extra work on a lump-sum basis, changes in contract price resulting from the extra work will be based on a mutually agreed upon lump-sum price. The Contractor's proposal for such changes must include a detailed breakdown of labor and materials costs for the extra work to be performed by his forces and the forces of his subcontractors or material suppliers as may be required. The breakdown must include any labor surcharge and any sales- or use-tax cost. Whenever the Owner requests that the Contractor prepare a lump-sum price in connection with a change order, the Contractor is entitled to the costs incurred in the preparation of that price whether or not the lump-sum amount is finally accepted by the Owner. Those costs will be incorporated in the lump-sum amount.

Compensation for the extra work will be based on the direct costs as listed in the detailed proposal, plus a mutually agreed upon percent of direct costs for overhead and profit, plus one percent (1%) of those direct costs for bond. The allowance for overhead and profit must include full compensation for overhead, including superintendence, and additional overhead attributable to a time extension granted because of the change order and no separate charge may be made for overhead.

When the change order involves work omitted, the reduction of the contract price will be based on the direct costs listed in the detailed proposal submitted by the Contractor. An additional reduction may be made of an amount that is identified as reduced overhead costs attributable to the work omitted. No reduction will be made for profit originally attributable to the omitted work.

F. TIME AND EXPENSE CHANGES:

1. GENERAL: Whenever the Contractor is directed to perform extra work on a time and expense basis, he or she will maintain accurate records. Each day a record of labor, materials, and equipment costs will be submitted to the Construction Manager for verification. These records will reflect the actual and necessary expenses pertaining to the extra work and will be available for audit. Audits conducted under this provision must be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

Payment to the Contractor for extra work performed on a time-and-expense basis will consist of the actual necessary expense for doing the extra work, plus an allowance of 15 percent of labor, material and equipment rental for overhead, general superintendence and profits, plus one percent (1%) of those direct costs for bond. This basis of payment applies to work done directly by the Contractor and to work done by a subcontractor, except the one percent (1%) allowance for bond does not apply to work performed by a subcontractor. When the work is done by a subcontractor, the Contractor may add five percent (5%) to the subcontractor's charges to cover overhead and profit and one percent (1%) for bond.

In determining time-and-expense compensation, the term "actual necessary expense" means the sum of (1) materials and equipment, (2) labor, (3) supervision, (4) construction equipment, (5) professional services, and (6) other costs. “Charges” for such items means the actual cost whether incurred by the Contractor, a subcontractor or others. The items making up "actual necessary expense" are defined as follows:

2. MATERIALS AND EQUIPMENT: Materials and equipment means costs for materials and equipment provided by the Contractor and necessarily used in the work includes applicable taxes.

3. LABOR: The cost of labor will be the sum of actual wages paid, labor surcharge, and subsistence and travel allowances. Actual wages paid include employer payments to or on behalf of the worker for health and welfare, pension, vacation and similar purposes. The labor surcharge includes applicable labor-related taxes, Workers Compensation Insurance premiums, public liability and property damage insurance premiums, and other legally required costs directly related to labor. Where subsistence and travel allowance are required for performance of extra work, the charges include the actual amount paid to each worker for these items.

4. SUPERVISION: If, in the Owner's judgment, full-time supervision of the extra work is required, it will be authorized in writing by the Construction Manager and charges for that supervision will be included as an actual necessary expense. Charges for supervision of the extra work by the Contractor's representative are not part of actual necessary expense.

5. CONSTRUCTION EQUIPMENT: Charges for the use of construction equipment required in the performance of extra work will be based on rental rates set forth in the State of California then-current official published document covering rental of equipment used on force account work. For equipment not listed in that document, the rental rate will be as listed by the local section of the Associated General Contractors. If the equipment is not listed by the Associated General Contractors, the rental rate will be mutually agreed upon in writing between the Contractor and Owner prior to the use of the

unlisted equipment. The reasonable cost of moving equipment onto and off the job site will be included, but equipment rental will not be paid when the equipment is inoperative due to breakdowns. Individual pieces of equipment or small tools having a replacement value of $100 or less are considered expendable and no payment will be made for these.

When equipment is used on the extra work for less than five days, hourly rates will be used. Less than 30 minutes of operation is considered one-half hour of operations. When equipment is used on the extra work for more than five days, daily rates apply. In that case, less than four hours of operation is considered to be one-half day of operation.

6. PROFESSIONAL SERVICES: Professional services are included in "actual necessary expense" provided both that the Owner has determined that such services are necessary and the Construction Manager has authorized in writing the provision of such services.

7. OTHER COSTS: Charges for items not included in paragraphs 7.02 F.1 through 6 may be included as "actual necessary expense" if such additional items are authorized in advance and in writing by the Construction Manager.

7.03 CHARGES TO CONTRACTOR

Everything charged to the Contractor under the terms of this contract must be paid by the Contractor to the Owner on demand. Such charges may be deducted by the Owner from money due or to become due to the Contractor under the contract. The Owner may recover such charges from the Contractor or from his surety.

7.04 COMPENSATION TO OWNER FOR TIME EXTENSION

The Owner, in exchange for granting an extension of time for avoidable delay, must be compensated by the Contractor for the actual costs to the Owner of engineering, inspection, general supervision, and overhead expenses that are directly chargeable to the work and accrue during the period of such extension. The actual costs do not include charges for final inspection and preparation of the final estimate by the Owner.

7.05 SUBSTANTIAL COMPLETION

The Contractor, on considering the work to be substantially complete and ready for its intended use, shall so notify the Construction Manager in writing. The notification must include an itemized list of remaining incomplete work. If the Construction Manager determines that the work is not substantially complete, he or she will so notify the Contractor in writing identifying the reasons for such a determination. If the Construction Manager finds the work substantially complete, he or she will meet with the Contractor to (1) prepare a punch list of incomplete items of work; (2) define the division of responsibility between Owner and Contractor with respect to security, operation, maintenance, utilities, insurance, and warranties; and (3) describe any other issues related to acceptance of the substantially completed work. Upon reaching agreement with the Contractor, the Construction Manager will write to the Owner, certifying that the work is substantially complete, listing the items of incomplete work, stating the date for completion of incomplete work, defining the division of responsibilities, and setting forth any other terms related to acceptance.

The Owner, who has sole discretion for determination of substantial completion, will review the Construction Manager's certification that the work is substantially complete and concurring with

that certification, will notify the Contractor, in writing, that the work is accepted as substantially complete. Except for any portion(s) of work specified for early completion or required by the Owner for early possession (paragraph 00 72 00-7.06), substantial completion will not occur for any work until the entire project is ready for possession and use. The acceptance notice will include a punch list of incomplete work items, set the date for their completion, describe the division of responsibility between the Owner and Contractor, and describe any other terms of acceptance. The Contractor will acknowledge receipt of the acceptance notice in writing, indicating acceptance of all of its terms and provisions.

Upon receipt of the Contractor's acknowledgment letter, the Owner may take possession of the work or portion of the work and put it into its intended service. The date that the work or portion of the work is put into service will become the date of substantial completion. Unless otherwise specified, warranties will begin on the date of substantial completion.

Subsequent to the substantial completion date, the Owner may exclude the Contractor from the work during such periods when construction activities might interfere with the operation of the project. The Owner, however, shall allow the Contractor reasonable access for completion or correction of incomplete punch list items.

7.06 POSSESSION OF PORTIONS OF THE PROJECT

Should the Contractor fail to meet any date specified for substantial completion of the work or any portion of the work requiring early possession and use by the Owner, the Owner may, after a 10-day written notice to the Contractor, take over such portion or all of the work that is behind schedule. In such case, the Construction Manager will prepare a punch list of incomplete work. The Owner may allow the Contractor reasonable access to the work at such times that the operation of the project will not be affected or the Owner may complete the work itself after giving the Contractor notice of his intention to do so. The cost of Owner's work will be charged to and deducted from amounts due to the Contractor. The substantial completion date will be established as the date when the Owner actually begins using the project or a portion of the project for its intended purpose. Division of responsibilities between Owner and Contractor, beginning of warranties, and any other issues relating to substantial completion will be as specified in paragraph 00 72 00-7.05.

7.07 ACCEPTANCE OF THE PROJECT

Upon completion of the work, including portions of the work previously accepted as substantially complete, the Contractor must notify the Construction Manager, in writing, that the work is complete. Upon receipt of the notification, the Construction Manager will determine if the work conforms to the terms of the contract. If the Construction Manager finds materials, equipment, or workmanship that do not meet the terms of the contract, he or she will prepare a punch list of non-conforming items and submit it to the Contractor. Following completion of the corrective work by the Contractor, the Construction Manager must notify the Owner that the work has been completed in accordance with the contract. Final determination of the acceptability will be made by the Owner. Upon acceptance of the project, the Owner will immediately file a notice of completion. For portions of the project not previously accepted as substantially complete, the conditions of guarantee commence on the date that the Owner files a notice of completion.

The final application for payment must be accompanied by all required documentation called for in the contract, including complete and legally effective releases or waivers of liens in a form acceptable to Owner. Subject to prior approval of Owner, Contractor may submit in lieu of the

lien releases and waivers: (1) receipts of releases in full; (2) an affidavit that the releases and receipts cover all labor, services, materials, and equipment for which a lien could be filed and that all payrolls, materials, and equipment bills and other indebtedness connected with the work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied; and (3) consent of the surety, if any, to final payment. If any subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any lien.

If, after reviewing the Contractor's final application for payment, including all documentation required, the Construction Manager determines that the work is complete, he or she will recommend that final payment, including all retainages, be made by the Owner. The final payment will be due and payable by the Owner within 30 days after any legal notice periods have expired.

END OF SECTION

PART B – TECHNICAL SPECIFICATIONS GROUP

DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01 00 00

GENERAL REQUIREMENTS

PART 1 – GENERAL

Some of the following general and specific requirements are duplicated in other sections. Some requirements stated elsewhere may not be in this section. The Contractor must comply with all requirements set forth in this section, other sections and as set forth in any referenced documents.

A. GENERAL CONTRACTOR RESPONSIBILITIES

The Contractor must satisfy himself or herself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal areas, storage areas for materials, labor, water, electric power, and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment or facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract.

Any failure by the Contractor to acquaint himself or herself with all the available information will not relieve him or her from responsibility for properly estimating the difficulty or cost of successfully performing the work.

The Contractor will be solely and completely responsible for conditions of the job site, including the safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

The Contractor must maintain strict compliance with all job site rules, local, state, and federal regulations, and safety precautions.

Safety provisions must conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act, and all other applicable federal, state, county and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Specifications.

Contractor must comply with all trench and excavation shoring and construction techniques required for general safety, worker protection and protection of adjacent property. The Contractor will be required to take extra precautions to protect buildings in close proximity to his work. See Section 01 71 33, “Protection of Property”.

Contractor must comply with standards established by the Construction Safety Orders.

Contractor must keep the working area clean, safe, appropriately barricaded, and illuminated.

Contractor must provide to the City the name of the Competent Person on excavation sites and ensure that all excavations are inspected and that safety procedures are implemented by the Competent Person.

Contractor must provide the City with documented training records for all employees, i.e., Trenching and Shoring, Confined Spaces in Construction, etc.

Contractor must provide all protective equipment (shoring, ladders, PPE, gas monitor, etc.) to be utilized by workers and ensure their proper use.

Contractor must provide site-specific safety reviews a minimum of once a week. Reviews are to be documented including the topics discussed, names of employees present, and be signed by Supervisor or Competent Person. Documentation is to be provided to Project Manager weekly.

Contractor agrees to immediately notify Project Manager of any injuries or near-miss events ("incidents") on the job site. The City reserves the right to perform its own investigation of any incidents and contractor must provide access to all personnel, equipment, maintenance records, and training documents pertinent to the investigation.

The Project Manager and Field Safety Officer have the authority to stop work if, in their opinion, the Contractor has created an unsafe working condition. Such work stoppage will be at the expense of the Contractor and will not add time to the Contract Time.

Contractor must maintain all documents required by Cal/OSHA on the job site and make them available to all employees and city representatives. Examples include Injury & Illness Prevention Program, Code of Safe Practices, and Heat Illness Prevention Program.

Contractor is responsible for screening all subcontractors with respect to safety and compliance with the requirements contained herein.

Contractor must report to the City and Engineer any condition which may pose a threat to the health and welfare of the City, Contractor's employees, or the general public.

Contractor must install the new sewer lines and manholes in such a manner as to not interrupt the normal flow of wastewater or cause surcharging of upstream sewer lines. Temporary bypass piping or pumps may be installed as required.

Contractor's operations must not cause a nuisance, a public health hazard or discharge of untreated wastewater to the surface or groundwater.

Contractor will be responsible for repairing any damage to existing streets and private property caused by his operations. The Engineer will determine the extent of the damage. Contractor is responsible for the repairs. Contractor must get approval from engineer regarding the method of repair.

Contractor and all Subcontractors must be properly licensed in the State of California for any work they perform.

Contractor must obtain the required permits concerning equipment storage and work areas and for disposal of materials produced during excavation.

Contractor must ensure waste materials are properly handled and disposed in accordance with all applicable City, County, state, and federal regulations, and safety precautions.

All waste materials, debris, rubbish, and unsuitable materials must be removed and disposed of at sites to be provided by the Contractor. The Contractor must make his own arrangements for the disposal of materials.

B. PROGRESS SCHEDULE

Within ten (10) working days of the award of contract, the Contractor must submit to the Engineer, for review and approval, a progress schedule for the project. A revised progress schedule must be submitted every two weeks and when there is any change in the Contractors work schedule.

C. PUBLIC INFORMATION

The Contractor must keep all users/occupants (residents, business operators, etc.) of properties adjacent to, or impacted by, the project advised of any disruption in access or use of the property. This will be by written notice to the property user/occupant each week of activity expected over the following 2 weeks. The notices will include the weekly traffic diversion and closure information required in Section 01 55 26, “Traffic Control”. Copies of all such notices must be delivered to the City also. Notices shall be reviewed and approved by the City before distribution to the public.

D. AIR AND WATER POLLUTION CONTROL

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The Contractor must follow the Storm Water Pollution Prevention Plan (SWPPP) for the entire project conforming to Section 01 57 23, “Water Pollution Prevention” as well as all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended (33 USC 1251-1387) and the Clean Air Act (42 USC 7401-7671q).

E. TRAFFIC CONTROL

Contractor must prepare and submit a Traffic Control Plan conforming to Section 01 55 26, “Temporary Traffic Control”. A schematic traffic control plan is included in the Project Plans. Please note that the traffic control plan will need to be staged in two phases to ensure access to Play Street during the entire construction.

F. SANITARY SEWER AND OTHER BYPASSES

Contractor must prepare and submit a Sanitary Sewer Bypass Plan, or other bypass plan for other utilities, if planning a bypass. Plan must be approved by Owner prior to implementing.

G. INFORMATION ON SITE CONDITIONS

Contractor's attention is directed to Section 02 00 00, "Existing Conditions" for specific information regarding the project site and surrounding area.

Information derived from inspection of logs, reports, or from Plans showing locations of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the Contract Documents.

Some subsurface soil investigations information is provided in the Appendices. Also, see the geotechnical plan sheets for bore hole locations.

H. ADDITIONAL INFORMATION

Prior to bidding, Bidders may make their own subsurface investigations subject to time schedules and arrangements approved in advance by the City. Before starting any subsurface investigation, obtain all necessary permits for such work.

I. DISCREPANCIES

In the event of discrepancy in site conditions, Plans, or Specifications, immediately notify the Engineer. Do not proceed with any work of the nature or in the area of the discrepancy until the discrepancy has been fully resolved.

J. PROJECT LAYOUT

Horizontal and vertical control data is provided in the Plans. The Contractor is responsible to lay out the entire project including pipe alignment, manhole locations, sanitary sewer laterals, street alignment and curb grades and street grades. The maximum deviation for sewer and storm drainpipes is 0.25 feet for horizontal alignment and 0.02 feet for flow grade. The maximum deviation for street centerline is 0.1 foot for horizontal alignment and 0.05 foot for grade. Street curbs and gutters must follow plans within 0.02 feet.

K. WATER

Water for flushing lines, dust control, site cleanup or other construction related purposes is available from the City of Crescent City. Water will be paid for by the Contractor.

L. MATERIALS

Attention is directed to Section 01 33 00, "Submittal Procedures", and also to Section 6, "Control of Materials," of the Caltrans 2018 Standard Specifications.

The Contractor must submit detailed manufacturer's information, data or certifications for any materials, product or equipment proposed to be furnished and installed for this project, giving manufacturer's name, catalog number, and catalog cut for each item where applicable. The submittal must be accompanied by copies of the manufacturers' current recommended method of

installation.

Contractor must comply with the Build America, Buy America (BABA) Act as stipulated in 2 CFR 184.

Contractor must comply with section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR part 2457 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

M. SUBSTITUTIONS

The Contract is based on the use of certain materials, equipment, and methods as shown on the Plans and described in these Special Provisions. The Engineer will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Engineer to evaluate the proposed substitution. Do not proceed to substitute materials, equipment, or methods unless such substitution has been specifically approved by the Engineer.

When a specific product, material, equipment, or method is identified in the specifications, with or without an “or equal” phrase, do not assume that a substitute product, material, equipment, or method will be approved until the item has been specifically approved in writing by the Engineer.

Contractor must verify, prior to bidding, that all specified items will be available in time for timely progress of the work. Costs of delays because of non-availability of specified items will be borne by the Contractor.

N. TESTING

Attention is directed to the provisions in Section 6-3, "Quality," of the Standard Specifications.

Test methods designated in these specifications refer to the most current California Department of Transportation method as listed in the "Standard Specifications" unless otherwise noted. The test methods must be from the State of California, Business and Transportation Agency, Department of Transportation (Caltrans), Standard Specifications, latest edition.

In addition to any required tests, the Engineer may select random sample(s) of any material proposed to be used on the project. Such samples may be subjected to the appropriate test(s) to confirm compliance with the specifications.

O. SALVAGE OF EXISTING MATERIALS

Where indicated on the plans, salvage materials and deliver such materials to the City Corporation Yard, 900 Tenth Street, Crescent City. The Owner may direct salvage of other materials at Owners sole discretion. All other materials will become the property of the Contractor.

P. TRAFFIC

The Contractor will have to divert and/or control vehicular traffic through or around the project area. There is significant two-way vehicular traffic flow (estimated at 2000 vehicles per day) along the corridor of Front Street, Play Street, Stamps Way, and Howe Drive. This traffic must be diverted through and/or around these intersections during construction. Vehicular access to properties west of L Street and south of Second Street must be maintained at all times. The diversion of traffic around and/or through these intersections must be addressed in the Contractor's Traffic Control Plan. The Owner has provided a Traffic Control Plan that must be incorporated in the Contractor's Traffic Control Plan.

There is pedestrian traffic through the project area that must be maintained.

Q. PRIVATE PROPERTY

If excavation or construction materials or equipment are to be stored on private property, written permission must be obtained from the property owner granting permission and absolving the City of all responsibility for the consequences of such activity prior to use of the property.

There are existing buildings adjacent to the project. Access to these buildings must be maintained at all times. Precautions must be taken to prevent any damage to these buildings.

Any damage to private property due to Contractor's operations will be repaired at the Contractor's expense. Owner will obtain right(s) of entry onto private property for planned work.

R. ON-SITE STORAGE AND STAGING

The western (southbound) lane of F street from 3.5 to 5th street may be used as a staging area as long as residents retain access to their driveways. The city owned empty lot on C Street between 2nd and 3rd may be used as a staging area. These areas are available to the Contractor for his field office and to store materials and equipment. These areas are available at no cost, provided (1) the Contractor fence the area with a six-foot minimum height fence defining the boundary of the area being used for the Contractor's operations, and (2) the Contractor must restore the area to its pre-project condition at no cost to the City.

S. MANDATORY ORGANIC WASTE RECYCLING

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, then Contractor must arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. The Contractor shall provide the City with proof of compliance, i.e., organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling.

T. DISCOVERY OF ARCHAEOLOGICAL MATERIAL

If buried archaeological material, items not shown on the plans, are encountered during any phase of construction within the public right-of-way, construction must be immediately halted at that location and the City must be notified. The Contractor must abide by the conditions of the Contract Documents and conform with the General Conditions, including but not limited to compliance with the National Historic Preservation Act of 1966 (16 U.S.C. Section 470).

END OF SECTION

SECTION 01 03 00

SPECIAL PROJECT PROCEDURES

PART 1 — GENERAL

1.01 SECTION INCLUDES

A. This section includes responsibilities and requirements of the Contractor specific to this project.

PART 2 — PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 INSTALLATION

A. Provide labor, equipment and material including, but not limited to the following:

1. Daily containment and removal of all sanitary debris, work debris and trash resulting from any work activities.

   a. Disposal locations for sanitary debris and/or hazardous materials shall be legally certified to accept these materials. Disposal locations for any sanitary debris and/or hazardous materials shall be approved prior to disposal.

   b. Manifests of hauling and disposal of such material shall be submitted to the Owner's Representative by the Contractor. Hauling and disposal costs will be borne by the Contractor.

2. The following shall apply regarding Contract Documents:

   a. The Contract Documents are complementary; what is required by one is as binding as if required by all.

   b. Bring any discrepancies between the drawings and specifications to the attention of the Owner's Representative immediately.

   c. Except as may be otherwise specifically stated in the Contract Documents, or as otherwise directed by the Owner's Representative, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and the provisions of any standard, other specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents).

   d. The Contractor shall assume that the most stringent shall apply

3. Coordinate with all trades the work by other utility Owners and jurisdictional agencies, as well as other Owner's work occurring at or near the project location.

   a. Advise the Owner's Representative as to any discrepancies in the work of others that could affect the work in this project and cooperate with the direction provided.

4. Complete field engineering and layout required.

5. Protect work in progress and finished work until the project is completed and final acceptance is granted by the Owner.

   a. Protect work by others when it affects work in this project or becomes part of this project.

6. Meetings:

   a. Arrive on time

   b. Bring:

      1) Authorized field representative(s)

      2) Authorized office representative(s)

      3) Each authorized, capable and responsible for committing to delivery, manpower and completion dates for their work.

7. Complete and submit to Owner's Representative:

   a. Forms, schedules, narratives and reports (including technical data reports and forms) as required by these specifications or as directed in accordance with the project Documents.

      1) Failure to submit these in an acceptable and completed manner, and on time could result in a delay in payment.

8. Change Order work will be agreed upon in writing and signed by the Owner before the applicable work will begin.

9. To properly monitor and protect all materials and Owner assets from damage resulting from Contractor's work activities or weather.

   a. Damaged materials or assets will be replaced at Contractor's cost.

   b. Cost will be assessed by back charge or other means allowed by the Contract Documents.

10. Work Hours:

    a. Work within defined work hours – typically 8:00 am to 5:00 pm Monday through Friday, except for defined holidays.

        1) Other hours may be directed by the Owner or Owner's Representative or may be negotiated with the Contractor.

        2) Work within a public Right-of-Way.

            a) Comply with local jurisdiction and State DOT requirements for defined work hours and days.

        3) To perform all necessary overtime as ordered, to get their work back on schedule, if necessary.

            a) If premium time is required by any other Contractor(s) to bring the project back to the original schedule, the cost of such premium time shall be borne solely by this Contractor. Contractor is subject to repayment of additional cost incurred by the Owner due to Owner's staff's overtime or premium time necessary to monitor the Contractor's efforts to bring the Work back on schedule or complete a task that requires work outside of normal work hours.

            b) Such overtime shall be governed by the requirements and restrictions of the Contract Documents and any applicable jurisdictional permits and shall not violate any noise ordinances or pose any danger or undue nuisance to the public.

11. Perform punch list work in a timely manner or be subject to Owner overhead costs. Punch list items, and completion of such items, will be created and completed as stipulated in this Specification.

    a. Contractor shall first review the Work and develop a punch list.

    b. Contractor shall provide a copy to the Owner's Representative

    c. Contractor shall complete the work on his punch list and provide the Owner's Representative with a signed off copy

    d. Owner's Representative will review the Work and if determined to be reasonably complete will develop a punch list - If in the opinion of the Owner's Representative, the Work is determined not to be reasonably complete, the Contractor shall be advised to bring the Work closer to a point of completion that warrants a punch list by the Owner's Representative.

e. Contractor shall complete the items on the list provided by the Owner's Representative. At an agreed upon schedule the Owner's Representative and the Contractor shall review the progress and the completion of each punch list item.

f. Owner overhead costs will be established and provided to the Contractor.

g. Owner overhead costs will be assessed if punch list items are not completed on the agreed upon schedule and reoccurring inspections are required.

h. Overhead cost will be based on total job related costs of the Owner and will be assessed against the retainage.

12. Provide certificates of insurance prior to mobilization to the job site.

13. Provide a current copy of the workman's compensation and liability insurance certificate prior to commencing work. Maintain insurance current and provide proof throughout project. Provide insurance coverage on all Contractor's equipment and tools against theft and damage.

    a. No claims will be registered against the Owner for loss or damage of same.

    b. The Contractor will not lien the project for payment of any claims on equipment loss or damage due to vandalism of any other form.

14. Workplace Safety:

    a. OSHA requirements to be the minimum safety level accepted.

    b. Safety requirements from Owner's Representative, supervising or Field personnel will be considered only if the instructions are stricter than those in OSHA requirements.

    c. The Contractor shall maintain all responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

15. Contractor Vehicles:

    a. Personal vehicles shall not be parked at the specific work sites.

    b. All vehicles at the work site be the property of the Contractor and marked with an identifiable company sign.

16. Respond to all change notifications within 24 hours

a. Provide the Owner's Representative with the complete and detailed change estimate cost data within 7 calendar days of notification.

17. Contractor shall provide fulltime onsite dedicated qualified and suitable supervision of their work.

a. Notify Owner's Representative of name, qualifications and contact information for person designated to perform onsite supervision

b. Notify Owner's Representative of change of onsite supervisor immediately. No change shall be permitted without Owner's written permission.

c. Person designated to perform onsite supervision shall have no other responsibilities.

18. Perform work in accordance with agreed upon Schedule:

a. Provide any necessary measures required to achieve and maintain this schedule at no additional cost to the Owner, Program Manager and Owner's Representative.

B. Overflows/Spills And Damage To Property And Utilities:

1. Schedule and perform the Work in a manner not causing or contributing to incidences of sanitary sewer overflows (SSOs) as defined in the latest Consent Decree.

2. If Contractor's activities cause or contribute to spills or SSOs

a. Immediately take appropriate action to contain and/or stop the overflow;

1) Cleanup the spillage,

2) Disinfect the area affected by the SSO or spill.

b. Simultaneously, notify the Owner's Dispatch Center, the Program Manager, and the Owner's Representative

1) Provide information concerning location, cause, volume of the SSO,

2) Assessment whether the spill entered a stream or storm drain.

c. The Contractor will be familiar with the details of spill response plan

1) Detailed in the Sanitary Sewer Overflow Contingency and Emergency Response Plan (CERP) approved by Owner's Representative.

2) Document can be found on Department of Watershed Management website under the Consent Decree Program or upon request to the Owner or Program Manager.

3. Indemnify and hold harmless the Owner, the Program Manager and the Owner's Representatives for any fines or third-party claims for personal or property damage arising out of an SSO or spill fully or partially the responsibility of the Contractor,

4. Including the legal, engineering, and administrative expenses of the Owner, Program Manager, and Owner's Representatives in defending such fines and claims.

5. Any damage to public or private property due to the work performed by the Contractor is the sole responsibility of the Contractor.

   a. Damage to municipal or private utilities shall be repaired in a manner approved by the Owner/Program Manager at the Contractor's expense.

   b. Damage to utilities or property belonging to other entities shall be repaired by the Contractor to the satisfaction of the utility/property owner at the Contractor's sole expense.

   c. Equipment stuck or left in the sewer line/lateral shall be retrieved by the Contractor immediately at the sole expense of the Contractor. All necessary precautions to avoid a spill or SSO shall be employed immediately and maintained until safe service is provided.

   d. Notify the Owner, Program Manager, and Owner' Representative prior to initiating retrieval.

   e. Damage to the Contractor's equipment is the Contractor's sole responsibility.

   f. Equipment stuck or left in the sewer line/lateral that causes a SSO or spill,

      1) Contractor is liable for the SSO or spill and all associated damages.

6. The Owner and/or the Program Manager reserves the right to make any repairs or retrieve any equipment and charge the Contractor accordingly.

C. Relocations

1. Relocate (including all associated work) structures, such as:

   a. light poles,

   b. fences,

c. piping,

d. conduits,

e. and drains interfering with the positioning and execution of the Work.

2. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under the Allowance Bid Item. Reference Section 02 01 20 Protecting Existing Underground Utilities.

D. Effective and suitable temporary provisions necessary for public safety resulting from such relocations, shall be provided by the Contractor at no additional cost to the Owner.

E. Existing Underground Piping, Structures, And Utilities

1. Water, gas, telephone, electrical, cable or other utility lines may be existing and may not be indicated on the drawings.

   a. Exercise extreme care before and during any excavation activity to locate, preserve, protect and flag these lines so as to avoid damage to the existing lines.

   b. Should damage occur to an existing line, the Contractor shall repair or pay for repairs to the line to the satisfaction of the utility owner and at no cost to the Owner.

      1) If the Owner of the utility requires the use of his own forces to repair the damaged lines – Contractor shall pay for all repair costs.

2. Locations of existing underground piping and utilities shown on the Drawings:

   a. Are shown without express or implied representation, assurance, or guarantee they are complete or correct.

   b. Or that they represent a true picture of underground piping to be encountered.

   c. Existing piping and utilities interfering with any assessment or construction shall be rerouted.

      1) Prior to rerouting notify the Owner's Representative of the location of the pipeline or utility

      2) Reroute or relocate the pipeline or utility as directed.

3. Carefully protect existing utilities that do not interfere with project work.

a. Existing utilities damaged in any way by the Contractor shall be restored or replaced by the Contractor at its expense as directed by the utility owner and the Owner's Representative.

F. WATER FOR CONSTRUCTION PURPOSES

1. Water required for the work identified in the Contract:

   a. May be furnished by the Owner if readily available connections are present

   b. Only as approved by the Owner's Representative.

   c. Installed in each and every connection to the Owner's potable water supply,

      1) A backflow preventer and calibrated metering device meeting the requirements of the Owner shall be installed in each and every connection to the Owner's potable water supply

END OF SECTION

SECTION 01 11 00

SUMMARY OF WORK

1.01 GENERAL

A. The following Summary of Work is not meant to be an all-inclusive description of every item of Work necessary for a complete project. This Summary of Work is meant to aid the Contractor in developing an accelerated understanding of the basic project requirements.

B. Descriptions that are included in this Summary of Work will be considered part of the Specifications and Contract.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. DESCRIPTION OF WORK:

1. Generally, the Work consists of furnishing all labor, materials, equipment and incidentals, and performing all work required to complete the project. Where Owner supplies equipment, Contractor is responsible for all other items to create a fully functional system. The work includes, but is not limited to:

   a. Sawcut and remove existing pavement,
   b. Install trench drainage inlets, related drainage piping, junction boxes, and tie to existing drainage facilities,
   c. Install curbs, gutters, and reinforced valley gutter,
   d. Install sidewalks, ADA corner ramps and reinforced driveway approaches
   e. Install aggregate baserock and asphaltic pavement,

2. Work is located in Crescent City, California. The location of the project is shown on the Plans.

B. CONTRACTOR'S DUTIES:

1. Except as specifically noted, provide and pay for:

   a. Labor, materials, and equipment;
   b. Tools, construction equipment, and machinery;
   c. Water, heat, and utilities required for construction; and
   d. All other facilities and services necessary for proper execution and completion of work, including commissioning.

2. Pay legally required sales, consumer, and use taxes.

3. Prepare a Construction Schedule and Schedule of Values and receive approval from the Owner as required by these Contract Documents.

4. Procure and maintain all insurance and bonds required by these Contract Documents.

5. Secure and pay for proper execution and completion of the Work, and applicable permits and licenses, as necessary.

6. Give required notices.

7. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of the Work.

8. Promptly submit written notice to Engineer of observed variance of contract documents from legal requirements.

9. Enforce strict discipline and good order of the employees. Do not employ on work:

   a. Unfit persons; or
   b. Persons not skilled in assigned tasks.

10. Prepare a shoring plan specific to the construction demolition and sequencing performed on this project.

C. PERMITS AND AGREEMENTS:

Obtain and comply with all permits not specifically obtained by Owner.

END OF SECTION

SECTION 01 11 05

CONTRACT TIME

1.0 COMPLETION SCHEDULE

Work must be completed within 100 calendar days from the Notice to Proceed.
All work must be completed by February 28, 2027.

END OF SECTION

SECTION 01 20 00

MEASUREMENT AND PAYMENT

1.0 GENERAL

A. LUMP SUM PAYMENT ITEMS:

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the Bid Schedule and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

B. UNIT PRICE PAYMENT ITEMS:

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the Bid Schedule and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

2.0 BID ITEMS

1. Mobilization: Mobilization is as described in Section 9-1.16D, “Mobilization” of the Standard Specifications. Mobilization will be paid on a lump sum basis in accordance with Public Contract Code as follows provided that total mobilization cost does not exceed 10 percent of the total bid: 50 percent when 5 percent is earned. 75 percent when 10 percent is earned. 95 percent when 20 percent is earned. 100 percent when 50 percent is earned. Where mobilization exceeds 10 percent of the contract, see Public Contract Code.

2. Water Pollution Prevention: This item includes all additional work necessary for water pollution prevention related to the work covered under this item in accordance with Specification Section 01 57 23. This lump sum item will be paid based on the percent of the project earned, rounded down to the nearest 10 percent, until 90 percent is earned. The final 10 percent will be paid with the final payment.

3. Traffic Control: Traffic Control is as described in Specification Section 01 55 26, “Temporary Traffic Control.” This lump sum item will be paid based on the percent of the project earned, rounded down to the nearest 10 percent,

until 90 percent is earned. The final 10 percent will be paid with the final payment.

4. Sheeting Shoring and Bracing: This item shall include all temporary sheeting, shoring, and bracing, or equivalent methods, adequate for the protection of life or limb, which shall conform to the applicable construction safety orders as required for completion of the project. This bid item is pursuant to Labor Code Section 6707. This lump sum item will be paid based on the percent of the project earned, rounded down to the nearest 10 percent, until 90 percent is earned. The final 10 percent will be paid with the final payment.

5. Quality Control: Quality Control as described in Specification Section 01 45 00 shall be paid on a lump sum based on the percent of the project earned, rounded down to the nearest 10 percent.

6. Demolition: Demolition is as described in Specification Section 02 41 00, "Demolition." Demolition shall cover all work identified on Plan Sheets FD-2 through FD-5 of "Front Street Storm Drain Project Phase II" plans and all other necessary demolition work not covered under other bid items. Work includes but is not limited to removal and disposal or salvage of existing sidewalks, curb and gutters, paving, aggregate base, light poles, trees and landscaping, logs, foundations, seawalls, signs, storm drainage, sanitary sewer manholes, and pipes. This lump sum item will be paid based on the percent of the project earned, rounded down to the nearest 10 percent.

7. Excavation for Road and Walks: This item will be paid based on the bid unit price per cubic yard. Excavation work includes: required removal to make sidewalk and road sections per plan detail. Scarification and compaction of subgrade to required 90% compaction prior to placement of aggregate base material for all paved areas and new curbs, gutters, and sidewalks. 40 percent will be paid based on excavation of native material. 10 percent will be paid based on completion of scarification and compaction. The remaining 50 percent will be paid once subgrade is prepared and ready to accept aggregate base. This item will be paid based on Owner's estimate of the percent complete for each of the above activities.

8. Aggregate Base for paved section: This item will be paid on the bid unit price per cubic yard and includes all labor, materials, and equipment necessary to import, place, grade, and compact the aggregate base rock for the road base as shown on the Plans. The Owner will only pay for base rock quantities identified in the bid schedule. Contractor is responsible for proper grading and placement of subgrade to achieve lines and grades. This item will be paid based on Owner's estimate of the percent of total aggregate base placed during each billing cycle.

9. Hot Mix Asphalt Concrete: This item includes all work necessary to provide and place hot mix asphaltic concrete. This item will be paid on the bid unit price per ton. The Owner will only pay for Hot Mix Asphalt quantities identified in the bid schedule. Contractor is responsible for proper grading and placement of subgrade and rock to achieve lines and grades. This item will be paid based on Owner's estimate of the number of tons of hot mix asphalt placed during each billing cycle.

10. Storm Drain 36 inch: Installation of 36-inch diameter Storm Drainpipe will be paid at the bid unit price per foot for the project. Work shall be performed in accordance with Specification Section 22 14 00 and comprises the following: trench excavation and disposal of native material, removal and disposal of existing pipe or structures where shown, new and replacement piping and connections, connection to existing facilities including the couplings needed to join dissimilar pipes, backfill material, and compaction of materials to subgrade (soil ready to receive road base). Pipe measurement will include the actual length of pipe installed and will not include waste pipe or measurement through junction structures or other structures.

11. Storm Drain 24 inch: Installation of 24-inch Storm Drainpipe will be paid at the bid unit price per foot in accordance with item 10 above.

12. Storm Drain 18 inch: Installation of 18-inch Storm Drainpipe will be paid at the bid unit price per foot in accordance with item 10 above.

13. Storm Drain 12 inch: Installation of 12-inch Storm Drainpipe will be paid at the bid unit price per foot in accordance with item 10 above.

14. Drainage Inlets (Caltrans Type GO): Installation of the concrete drop inlets (CalTrans Type GO) including hot dip galvanized grate, will be paid for on a per each basis. Work shall include purchase and installation of the new inlets in accordance with all specifications. This item comprises the following: excavation and disposal of native material, removal and disposal of existing structures where shown, backfill material, and compaction of materials. 90 percent will be paid on completion of compaction to subgrade. Final 10 percent will be paid upon completion of paving.

15. Junction Box – 1 Lid: Installation of the concrete junction box will be paid for on a per each basis. Work shall include purchase and installation of the new box in accordance with Specification Section 03 48 00. This item comprises the following: excavation and disposal of native material, removal and disposal of existing structures where shown, backfill material, and compaction of materials to subgrade (Aggregate base ready to receive HMA within 3 feet of box). 90 percent will be paid on completion of compaction to subgrade. Final 10 percent will be paid upon adjusting lids to grade and completion of paving.

16. Concrete Sidewalks: This item will be paid on the bid unit price per square foot. This item includes all work necessary to construct concrete sidewalks including, subgrade preparation, placing and compaction of aggregate base, coloring the concrete, stamping of the concrete, concrete retaining curbs, and all other items needed to install the sidewalks in accordance with the specifications. This item to be paid based on Owner's estimate of the square footage of sidewalk installed on the project during each billing cycle.

17. Reinforced Concrete Driveways: Reinforced concrete will be paid based on the bid unit price per square foot. This item includes all labor, materials, and equipment necessary to construct driveways, subgrade preparation, placing and compaction of aggregate base, rebar, and all other items needed to install the driveways in accordance with the plans and specifications. This item to be paid based on Owner's estimate of the square feet of concrete installed on the project during each billing cycle.

18. Concrete Curb and Gutter: This item will be paid on the bid unit price per lineal foot and includes all work necessary to construct concrete curbs and gutters including excavation and disposal of native soils, subgrade preparation, aggregate base, compaction, and all other items needed for a complete and functioning gutter system. This item to be paid based on Owner's estimate of the linear feet of gutter installed on the project during each billing cycle.

19. Concrete Back Curb with 12" Foundation: This item will be paid on the bid unit price per lineal foot and includes all work necessary to construct concrete curb at the back of the sidewalk with extended foundation including excavation and disposal of native soils, subgrade preparation, aggregate base, compaction, and all other items needed. This item to be paid based on Owner's estimate of the linear feet of back curb installed on the project during each billing cycle.

20. Valley Gutter reinforced 6" thick: Reinforced concrete will be paid based on the bid unit price per square foot. This item includes all labor, materials, and equipment necessary to construct valley gutters, subgrade preparation, placing and compaction of aggregate base, rebar, and all other items needed to install the valley gutter in accordance with the plans and specifications. This item to be paid based on Owner's estimate of the square feet of concrete installed on the project during each billing cycle.

21. ADA Corners including front curb and gutter and 15 s.f. of truncated dome panels for each corner: This item is to be paid on a per each basis. The area included in this item is the 90 degree pie shape of the corner. The transition panels will be paid as sidewalk and the adjoining curb and gutter will be paid under that item. This item includes all labor, materials, and equipment needed for installation of detectable warning surfaces placed at the ramps and crosswalks as shown on the Plans and in accordance with the CalTrans

Standard Plans and Specifications. Concrete material is excluded from this bid item. The square footage of each Detectable Warning Surface may vary per location. This item to be paid based on Owner's estimate of the square feet of panels installed on the project during each billing cycle.

2.1 ADDITIVE ALTERNATIVES

1. NONE

END OF SECTION

SECTION 01 33 00

SUBMITTALS

1.0 GENERAL

Submittals covered by these requirements include manufacturers' information, shop drawings, test procedures, test results, samples, requests for substitutions, and miscellaneous work-related submittals. Submittals also include, but are not limited to, all mechanical, electrical and electronic equipment and systems, materials, reinforcing steel, fabricated items, and piping and conduit details. The Contractor shall furnish all drawings, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's installation and other instructions as specifically required in the contract documents to demonstrate fully that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the contract documents.

2.0 CONTRACTOR'S RESPONSIBILITIES

The Contractor will be responsible for the accuracy and completeness of the information contained in each submittal and must assure that the material, equipment or method of work will be as described in the submittal. The Contractor must verify that all features of all products conform to the specified requirements. Submittal documents must be clearly edited to indicate only those items, models, or series of equipment, which are being submitted for review. All extraneous materials must be crossed out or otherwise obliterated. The Contractor must ensure that there is no conflict with other submittals and notify the Construction Manager in each case where his submittal may affect the work of another contractor or the Owner. The Contractor must coordinate submittals among his subcontractors and suppliers including those submittals complying with unit responsibility requirements specified in applicable technical sections.

The Contractor must coordinate submittals with the work so that work will not be delayed. The Contractor shall coordinate and schedule different categories of submittals, so that one will not be delayed for lack of coordination with another. No extension of time will be allowed because of failure to properly schedule submittals. The Contractor must not proceed with work related to a submittal until the submittal process is complete. This requires that submittals for review and comment must be returned to the Contractor stamped "No Exceptions Taken" or "Make Corrections Noted."

The Contractor shall certify on each submittal document that he has reviewed the submittal, verified field conditions, and complied with the contract documents.

The Contractor may authorize in writing a material or equipment supplier to deal directly with the Construction Manager or with the Owner with regard to a submittal. These dealings will be limited to contract interpretations to clarify and expedite the work.

3.0 CATEGORIES OF SUBMITTALS

A. GENERAL:

Submittals fall into two general categories; submittals for review and comment, and submittals which are primarily for information only. Submittals that are for information only are generally specified as PRODUCT DATA in Part 2 of applicable specification sections.

A copy of each specification section, with addendum updates included, and all referenced and applicable sections, with addendum updates included, with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations from specification requirements. Check marks (✓) denote full compliance with a paragraph as a whole. If deviations from the specifications are indicated, and therefore requested by the Contractor, each deviation must be underlined and denoted by a number in the margin to the right of the identified paragraph, referenced to a detailed written explanation of the reasons for requesting the deviation. The Construction Manager will be the final authority for determining acceptability of requested deviations. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the specifications. *Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal will be sufficient cause for rejection of the entire submittal with no further consideration.*

The Contractor shall submit a submittal schedule listing all submittals and associated submittal dates. Two separate lists must be provided: submittals for review and comment and product data (submittals) for information only. No submittals will be reviewed without a submittal schedule. Three (3) copies of the submittal schedule must be provided to the Construction Manager within 15 days of the pre-construction meeting. The schedule must be updated weekly with approval or rejection notes and dates, re-submittals with associated dates, and any additional information as required by the Construction Manager.

The Contractor shall maintain an accurate submittal log in a form acceptable to the Construction Manager, for the duration of the Contract. Show current status of all submittals at all times. Make the submittal log available for the Construction Manager's review upon request and with each submittal.

B. SUBMITTALS FOR REVIEW AND COMMENT:

All submittals except where specified to be submitted as product data for information only must be submitted by the Contractor to the Construction Manager for review and comment.

C. SUBMITTALS (PRODUCT DATA) FOR INFORMATION ONLY:

Where specified, the Contractor shall furnish submittals (product data) to the Construction Manager for Information only. If the Construction Manager is dissatisfied with any submittal, submitted as Product Data, or for information only, they may be reviewed and commented upon.

4.0 TRANSMITTAL PROCEDURE

A. GENERAL:

Unless otherwise specified, submittals regarding material and equipment must be accompanied by Transmittal Form 01300-A specified in Section 00 62 00. A separate form must be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment must be identified with all the appropriate equipment numbers. Submittals for various items may be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.

A unique number, sequentially assigned, must be noted on the transmittal form accompanying each item submitted. Original submittal numbers will have the following format: "XXX"; where "XXX" is the sequential number assigned by the Contractor. Resubmittals will have the following format: "XXX-Y"; where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. Submittal 25B, for example, is the second resubmittal of submittal 25.

B. DEVIATION FROM CONTRACT:

If the Contractor proposes to provide material, equipment, or method of work that deviates from the project manual, he or she must so indicate under "deviations" on the transmittal form accompanying the submittal copies.

C. SUBMITTAL COMPLETENESS:

Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

5.0 REVIEW PROCEDURE

A. GENERAL:

Submittals are specified for those features and characteristics of materials, equipment, and methods of operation which can be selected based on the Contractor's judgment of their conformance to the specified requirements. Other features and characteristics are specified in a manner that enables the Contractor to determine acceptable options without submittals. The review procedure is based on the Contractor's guarantee that all features and characteristics not requiring submittals conform as specified. Review will not extend to means, methods, techniques, sequences or procedures of construction, or to verifying quantities, dimensions, weights or gages, or fabrication processes (except where specifically indicated or required by the project manual) or to safety precautions or programs incident thereto. Review of a separate item, as such, will not indicate approval of the assembly in which the item functions.

When the contract documents require a submittal, the Contractor shall submit the specified information as follows:

1. Three (3) copies of all submitted information plus one reproducible original of all information must be transmitted with submittals for review and comment. The reproducible original must be submitted in a three ring binder with spine identification, cover identification, and table of contents and index tabs to indentify the various items. Contractor is also advised to submit these documents in electronic (pdf) format, to expedite Engineer’s approval process.

2. Unless otherwise specified, 4 copies of all submitted information must be transmitted with submittals (Product Data) for information only.

B. SUBMITTALS FOR REVIEW AND COMMENT:

Unless otherwise specified, within 30 calendar days after receipt of a submittal for review and comment, the Construction Manager shall review the submittal and return 2 copies of the

marked-up reproducible original noted in 1 above. The reproducible original will be retained by the Construction Manager. The returned submittal will indicate one of the following actions:

1. If the review indicates that the material, equipment or work method complies with the project manual, submittal copies will be marked "NO EXCEPTIONS TAKEN." In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.

2. If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED." The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections.

3. If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "AMEND AND RESUBMIT." Except at his own risk, the Contractor may not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

4. If the review indicates that the material, equipment, or work method does not comply with the project manual, copies of the submittal will be marked "REJECTED - SEE REMARKS." Submittals with deviations that have not been identified clearly may be rejected. Except at his own risk, the Contractor may not undertake the work covered by such submittals until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

C. SUBMITTALS (PRODUCT DATA) FOR INFORMATION ONLY:

Such information is not subject to submittal review procedures and will be provided as part of the work under this contract and its acceptability determined under normal inspection procedures.

6.0 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS

Review of contract drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, will not relieve the Contractor of his or her responsibility for errors therein and may not be regarded as an assumption of risks or liability by the Construction Manager or the Owner, or by any officer or employee thereof, and the Contractor will have no claim under the contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. A mark of "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED" means that the Owner has no objection to the Contractor, upon his own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

END OF SECTION

SECTION 01 41 00

REGULATORY REQUIREMENTS

PART 1--GENERAL

1.01 PERMITS

A. The following permit shall be obtained at City Hall at Contractor's expense:

1. City Business License

Contractor shall conform to all requirements stated in these permits and shall make all necessary corrections to the installation that may be directed by agency engineers and inspectors. Once a permit has been acquired, the Contractor shall review the conditions of the permit and assess if they are consistent with the executed Contract. If not, Contractor shall within 10 working days provide notice in writing of changed items not originally included in the Contractor's Bid or subsequent contract.

B. Contractor shall secure all other permits or licenses required to complete the project and any that may be required to construct the project, including, but not limited to the following:

1. Post at the work site copies of Construction Safety Orders and General Safety Orders issued by the California State Division of Industrial Safety.

2. Submit to the Construction Manager a detailed plan showing the design of shoring, bracing, sloping or other provisions as required in Section 31 40 00 of these specifications. No excavation shall start until the Engineer or Construction Manager has accepted the plan and the Contractor has obtained a permit from the State Division of Industrial Safety. A copy of the permit shall be submitted to the Construction Manager.

3. Any permits required by the appropriate Air Quality Management District to operate construction equipment. For information concerning permits contact North Coast Unified Air Quality Management District (AQMD), Permit/Application Receiving at (707) 443-3093.

4. ~~Requirements of the Energy Star Program, Enterprise Green Communities, and the California Green Building Code.~~ Not Required

5. ~~Caltrans Encroachment Permit.~~ Not Required

C. Contractor shall be responsible for payment of any additional costs or fines due to re-inspection and approval of the work or other related problems deemed necessary by an agency inspector.

1.02 FIRE SAFETY

A. Contractor is to be especially careful in all welding and cutting operations to avoid fire.

B. Onsite inspection shall be required for all hot work. Prior to starting hot work notify the Owner and any adjacent tenants of the property within 100 feet of the hot work location, 48 hours prior to the work.

C. Furnish all safety devices, extinguishers, and fire watch personnel, as necessary to protect the public, the work and the Owner.

1.03 TRAFFIC CONTROL

Provide all traffic control signs, barricades, and warning devices necessary to control traffic from all directions. Land traffic shall be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) as required in Section 01 55 26 of these Specifications; and water traffic shall be in accordance with the requirements of the U.S. Coast Guard. Traffic control plans shall be submitted within 15 days of the pre-construction meeting.

1.04 SHEETING, SHORING, & BRACING

Pursuant to Labor Code Section 6705, the excavation of any trench or trenches five feet or more in depth requires the submission by the Contractor and acceptance by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated, in advance of excavation, of 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. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

Nothing in this clause shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

PART 2--NOT USED

PART 3--EXECUTION

3.01 EQUIPMENT (NOT USED)

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL

PART 1--GENERAL

1.01 DESCRIPTION

This section specifies administrative and procedural requirements for quality control services, field inspections, and field testing of civil and structural constructs required for this project. Contractor is responsible for the quality assurance and quality control of their respective work.

1.02 DEFINITIONS

Quality Control System (QCS): The quality control, assurance, and inspection system established and carried out to ensure compliance with the Plans and Specifications.

QCS Supervisor: That person in responsible charge of the work occurring, as designated by the Contractor in the QCS Plan.

QCS Inspector: Responsible, certified personnel inspecting the various constructs at specified milestones and during the project overall and designated by the Construction Manager. The Special Inspector is part of the QCS Inspector team.

Factory Test: Tests made on various materials, products and component parts prior to shipment to the job site.

Field Tests: Tests and analyses made at or in the vicinity of the job site in connection with the actual construction.

Certified Inspection Report: Reports signed by approved inspectors attesting that the items inspected meet the specification requirements other than any exceptions included in the report

Certificate of Compliance: Certificate from the manufacturer of the material or equipment identifying said manufacturer, product and referenced standard, and shall be signed by a designated officer of the manufacturer.

Standard Compliance: Condition whereby specified materials or equipment must conform to the standards of organizations such as the American National Standard Institute (ANSI), American Society for Testing and Materials (ASTM), Underwriters Laboratories (UL) or similar organization.

Quality Assurance: The day-to-day, in-process supervisory observations of work and materials conducted by the Contractor to assure that the proper methods and materials are being used and installed by tradesmen.

Source Quality Control: The in-process testing and inspections conducted by the QCS Inspector(s) to verify that the materials, equipment, workmanship and shop

manufactured constructs are in compliance with the Contract Documents, applicable Codes and standards.

Field Quality Control: The testing and inspections conducted by the QCS Inspector(s) in the field during and at the completion of each construct to verify that the in-process and completed construction is in compliance with the Contract Documents, applicable Codes and standards.

1.03 REFERENCES

This section contains references to the following documents. They are a part of this section as specified and modified. Where a referenced document contains references to other standards, those documents are included as references under this section as if referenced directly. In the event of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids or Invitation to Bid (or on the effective date of the Agreement if there were no Bids). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization, or if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, regardless of whether the document has been superseded by a version with a later date, discontinued, or replaced.

Reference	Title
ASTM C102	Practice for Laboratories Engaged in the Testing of Building Sealants.
ASTM C802	Practice for Conducting an Inter-Laboratory Test Program to Determine the Precision of Test Methods for Construction.
ASTM D3740	Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
ASTM D4561	Practice for Quality Control Systems for an Inspection and testing Agency for Bituminous Paving Materials.
ASTM E329	Practice for Use in the Evaluation of Inspection and Testing Agencies as Used in Construction.
IBC	2016 California Building Code

1.04 CONTRACTOR'S RESPONSIBILITIES

Contractor's responsibilities shall be as follows:

1. Monitor quality assurance over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

2. Coordinate with, schedule specified inspections by, and provide normal and customary assistance to the QCS Inspectors.

3. Comply fully with manufacturers' instructions, including each step in sequence.

4. Should manufacturers' instructions conflict with Contract Documents, request clarification before proceeding from Construction Manager.

5. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

6. Perform work by persons qualified to produce workmanship of specified quality.

7. Notify Building Inspector with 48-hour notice to observe all construction elements related to the project, regardless of trade, prior to covering. No work elements shall be covered prior to written acceptance by the Building Inspector. If so, the work shall be exposed and recovered by and at the sole expense of the Contractor.

8. To demonstrate his compliance with the contract requirements, the Contractor must assist the Construction Manager in his performance of inspection work. The Contractor must grant the Construction Manager access to the work and to the site of the work, and to the places where work is being prepared, or whence materials, equipment or machinery are being obtained for the work. The Contractor must provide information requested by the Construction Manager in connection with inspection work.

   If the contract documents, laws, ordinances, or any public regulatory authority require parts of the work to be specially inspected, tested or approved, the Contractor will give the Construction Manager adequate prior written notice of the availability of the subject work for examination.

   If parts of the work are covered in contravention of the Construction Manager's directive, the cost of exposing the work for inspection and closing must be borne by the Contractor regardless of whether or not the work is found to be in compliance with the contract.

   If any work is covered in the absence of the Construction Manager's directive to the contrary, the Contractor must, if directed to do so by the Construction Manager, uncover, expose or otherwise make available for inspection, portions of covered work. If it is found that such work is defective, the Contractor must bear the expense of uncovering and reconstructing. If the work is found to be in compliance with the contract, the Contractor will be allowed an increase in the contract price, or an extension in the contract time, or both. A change order will be issued to document the increase, extension or both.

1.05 REGULATORY REQUIREMENTS

A. GENERAL:

Comply with all Federal, State, and local Codes as referenced herein. Such regulations apply to activities including, but not limited to, sitework and zoning, building practices and quality, on and offsite disposal, safety, sanitation, nuisance, and environmental quality.

B. SPECIAL INSPECTION:

Special Inspection shall be performed by the Special Inspector under contract with the Construction Manager in conformance with the IBC. Special Inspection is in addition to, but not replacing, other inspections and quality control requirements herein. Where sampling and testing required herein conforms to Special Inspection standards, such sampling and testing need not be duplicated.

C. STRUCTURAL OBSERVATION:

Engineer shall make visual inspections of the work to assess general conformance with the Contract Documents at significant construction stages and at completion of the structural system. The QCS shall include a preliminary set of Structural Observations and what items are expected to be observed. Contractor shall request this preliminary set from Engineer through Construction Manager and submit as part of their QCS submittal.

The following structural milestones shall be considered significant construction stages:

(NONE)

1.06 FIELD SAMPLE PROCEDURES

When field samples are specified in a unit of work, construct each field sample to include work of all trades required to complete the field sample prior to starting related field work. Field samples may be incorporated into the project after acceptance by Construction Manager. Remove unacceptable field samples when directed by Construction Manager. Acceptable samples represent a quality level for the work.

1.07 CONTRACTOR DESIGNED STRUCTURAL SYSTEMS

A. DESIGN ENGINEERING:

Contractor shall employ and pay for engineering services from a Professional Engineer registered in the State of California for structural design of Contractor designed structural systems including but not limited to temporary shoring and bracing, formwork support, and support systems for fire protection, plumbing, mechanical, and electrical systems and equipment.

B. TESTS AND INSPECTIONS OF CONTRACTOR DESIGNED STRUCTURAL SYSTEMS:

Contractor shall pay for preliminary testing of concrete, grout, and mortar mix designs where required by Code or the submittal process prior to start of such work. Contractor shall pay for required shop and site inspection of Contractor designed structural systems where required by Code or these specifications, to the extent such testing and inspection exceeds that required for the structural system on the drawings and in these specifications.

1.08 MANUFACTURERS' FIELD SERVICES AND REPORTS

When specified in individual specification Sections, product suppliers or manufacturers shall provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to provide instructions when necessary. Contractor shall submit qualifications of observer to Construction Manager 30 days in advance of required observations. QCS Inspector shall record observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

1.09 JOB SITE CONDITIONS

Schedule to ensure all preparatory work has been accomplished prior to proceeding with current work. Proceeding with the work constitutes acceptance of conditions. Allow adequate time for materials susceptible to temperature and humidity to "stabilize" prior to installation.

1.10 SUBMITTALS

The following information shall be provided in accordance with Section 01 33 00:

1. A copy of this specification section, with addendum updates included, and all referenced and applicable sections, with addendum updates included, with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations from specification requirements. Check marks (✓) shall denote full compliance with a paragraph as a whole. If deviations from the specifications are indicated, and therefore requested by the Contractor, each deviation shall be underlined and denoted by a number in the margin to the right of the identified paragraph, referenced to a detailed written explanation of the reasons for requesting the deviation. The Construction Manager shall be the final authority for determining acceptability of requested deviations. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the specifications. *Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no further consideration.*

2. Written description of Contractor's proposed QCS plan in sufficient detail to illustrate understanding and approach. The QCS plan and submittal shall include a log showing anticipated inspections, Special Inspections, and source and field Quality Assurance procedures. Preliminary submittal of the QCS plan may be made prior to commencing field work. The preliminary submittal will illustrate the project's initial three (3) month's work and be followed one month later by a final QCS plan submittal.

3. Contractor's proposed QCS Supervisor, qualifications, and if requested, references.

4. Preliminary structural observation set as described in paragraph 1.05 C.

5. Complete structural system information describing Contractor designed structural systems, including sealed calculations, shop and erection drawings, product literature for the various components, ICBO Evaluation Reports for structural components, and a discussion of risk issues associated with the proposed system which could adversely impact overall project completion.

6. If requested by the Construction Manager during the work, manufacturer's field services and reports. If not so requested, treat same as Product Data.

PART 2--PRODUCTS

2.01 SOURCE QUALITY CONTROL

A. CONTRACTOR RESPONSIBILITIES:

Provide source quality control according to the reviewed and accepted QCS plan and paragraph 1.04 herein. Coordinate with Construction Manager to facilitate the work of the Testing Laboratory specified in Section 01 45 29 and Special Inspector. Provide ready access to sampling and inspection locations and incidental labor customary in such sampling and inspections. Timely prepare and submit submittals and revise as indicated by review comments. Comply with technical requirements in each specification Section that applies to the work.

B. CONSTRUCTION MANAGER RESPONSIBILITIES:

Review Contractor's tracking of QCS activities at monthly meetings. Facilitate completion of submittal review per Section 01 33 00. Assist Contractor to ensure that Special Inspection occurs where and when specified.

C. ACCEPTANCE CRITERIA:

Acceptable characteristics and quality of a particular item or construct is defined in that item's or construct's specification Section.

2.02 PRODUCT DATA

The following product data shall be provided in accordance with Section 013300.

1. Manufacturers' field services and reports unless requested by Construction Manager to be submitted for review.

2. Special Inspection reports, unless otherwise directed in each technical specification Section.

PART 3--EXECUTION

3.01 FIELD QUALITY CONTROL

Field quality control responsibilities of the Contractor and Construction Manager are substantially the same as described in paragraph 2.01, with the exception that this work occurs primarily on the jobsite as the work progresses, and Special Inspection will occur more often than at the source.

Acceptable characteristics and quality of a particular item or construct is defined in that item's or construct's specification section.

3.02 REGULATORY COMPLIANCE – SPECIAL INSPECTIONS

The following types of work require Special Inspection according to Chapter 17 of the IBC and each system's specification section:

1. Structure fill.

2. Structural concrete and reinforcing.

3. Anchor bolts and post-installed anchor systems.

4. Structural steel and aluminum including connections.

Section 01 45 29 describes Testing Laboratory sampling, testing and reporting, much of which is conforming to Special Inspection requirements, and need not be replicated.

Contractor designed structural systems are subject to the same Special Inspection requirements as all other work.

3.03 CORRECTION OF DEFECTIVE WORK

Remove and replace defective, rejected, and condemned work at Contractor's expense until such work meets the requirements of Contract Documents. Costs for Inspection of corrected work shall be paid by the Contractor.

END OF SECTION

SECTION 01 45 29

TESTING LABORATORY SERVICES

PART 1--GENERAL

1.01 DESCRIPTION

This Section specifies Quality Control testing and reporting performed by the Testing Laboratory. Construction Manager shall select a qualified Testing Laboratory and contract for the services specified herein, except as specifically noted where Contractor may elect to utilize Testing Laboratory to fulfill submittal requirements. Such an arrangement does not relieve the Contractor from their responsibility to provide the completed project as specified, and to perform Quality Assurance according to the QCS as reviewed and accepted.

1.02 REFERENCES

This section contains references to the following documents. They are a part of this section as specified and modified. Where a referenced document contains references to other standards, those documents are included as references under this section as if referenced directly. In the event of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids or Invitation to Bid (or on the effective date of the Agreement if there were no Bids). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, regardless of whether the document has been superseded by a version with a later date, discontinued, or replaced.

Reference	Title
AASHTO T-27	Standard Method of Test for Sieve Analysis of fine and Course Aggregate
ACI 214	Evaluation of Strength Test Results of Concrete
ASTM A880	Criteria for Use in Evaluation of Testing Laboratories and Organizations for Examination and Inspection of Steel, Stainless Steel, and Related Alloys
ASTM C29	Standard Test Method for Bulk Density (“Unit Weight”) and Voids in Aggregate
ASTM C31	Making and Curing Concrete Test Specimens in the Field
ASTM C39	Compressive Strength of Cylindrical Concrete Specimens
ASTM C42	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete

Reference	Title
ASTM C127	Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate
ASTM C136	Standard Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C143/C143M	Slump of Hydraulic Cement Concrete
ASTM C172	Sampling Freshly Mixed Concrete
ASTM C802	Conducting an Inter-laboratory Test Program to Determine the Precision of Test Methods for Construction Materials
ASTM C1021	Laboratories Engaged in the Testing of Building Sealants
ASTM Cl077	Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
ASTM D75	Sampling Aggregates
ASTM D1556	Test Method for Density of Soil in Place by the Sand-Cone Method
ASTM D1557	Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb (4.5-kg) Rammer and 18-in. (457-mm) Drop
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D2487	Classification of Soils for Engineering Purposes
ASTM D3017	Test Method for Moisture Content of Soil and Soil- Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D3441	Standard Test Method for Mechanical cone Penetration Tests of Soil
ASTM D3666	Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D3740	Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM D4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4561	Quality Control Systems for Organizations Producing and Applying Bituminous Paving Materials
ASTM D4832	Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders
ASTM E4	Force Verification of Testing Machines
ASTM E329	Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction
ASTM E543	Agencies Performing Nondestructive Testing

Reference	Title
ASTM E994	Calibration and Testing Laboratory Accreditation Systems General Requirements for Operation and Recognition
IBC	2013 California Building Code

1.03 TESTING LABORATORY QUALIFICATIONS

Testing Laboratory shall satisfy the following qualifications:

1. Recommended Requirements for Independent Laboratory Qualification, published by American Council of Independent Laboratories.

2. Conform to the requirements of ASTM E329 in particular, and other reference standards as generally pertain to this project.

3. Authorized to operate in the State of California, with personnel and equipment based sufficiently close to the project to allow short-notice site access for sampling and testing.

4. Acceptable to Owner, Construction Manager, and local building authorities.

1.04 TESTING LABORATORY RESPONSIBILITIES

Testing Laboratory shall provide qualified personnel at the site and cooperate with Construction Manager and Contractor in performance of the following services:

1. Perform specified independent inspection, sampling, and testing of products in accordance with specified standards, to determine compliance with requirements of Contract Documents.

2. Provide sampling equipment and personnel, deliver samples to the testing laboratory, record field measurements, and cure samples as required by Contract Documents.

3. Perform Building Department required tests and inspections, including Special Inspection as specified in Section 01 45 00.

4. Timely prepare and deliver reports summarizing results of tests and inspections.

5. Attend pre-construction conferences and, if requested, a limited number of progress meetings where Quality Control, testing, and inspection issues require discussion.

6. When directed by the Construction Manager or requested by the Contractor, provide special and additional tests and inspections to verify material compliance with requirements of Contract Documents.

a. Construction Manager shall pay for special tests and inspections where work conforms to the Contract Document requirements.

b. Contractor shall pay for additional tests and inspections where work fails to comply with Contract Document requirements (re-inspection) and for costs associated with cancelled or short-notice re-scheduling of requested sampling, testing, and inspection. Testing Laboratory work requested by Contractor to fulfill submittal requirements shall also be considered additional tests.

1.05 CONTRACTOR RESPONSIBILITIES

Contractor shall deliver adequate samples of materials proposed to be used and which require testing to the Testing Laboratory. Contractor shall cooperate with Testing Laboratory personnel and provide access to the work and to manufacturer's facilities. Contractor shall provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.

Contractor shall notify Testing Laboratory and Construction Manager 24 hours prior to expected time for operations requiring inspection, sampling and testing services.

1.06 TEST AND INSPECTION REPORTS

A. REPORT CONTENTS:

At a minimum, Test and Inspection Reports shall include the following:

1. Project name and date of report.

2. Testing Laboratory name, address, telephone number, name of laboratory field sampling personnel, lab testing personnel, or QCS Inspector as applicable.

3. Date, time, and location of sampling, testing, and inspecting.

4. Ambient temperature and weather conditions at the site or shop and curing conditions of samples.
5. Product identification and referenced specification Section number.

6. Type of sample, test, and inspection and industry standard for sampling and testing.

7. Results of sample, test, and inspection.

8. Evaluation of compliance with requirements in Contract Documents.

9. Certified Inspection Reports shall specifically indicate the qualification of the inspector to render judgment and certify said inspection.

10. When requested by Construction Manager, interpretation of test results.

B. DISTRIBUTION OF TEST AND INSPECTION REPORTS:

Test and Inspection reports shall be submitted to the Construction Manager for distribution as Product Data described in Section 01 33 00, unless technical specification sections require submittal for review. Test reports shall be submitted not more than two days after completion of required tests. Inspection reports shall be submitted immediately if deficiencies or significant irregularities are noted, and in no case less than two working days after said inspection. Provide six (6) copies of all reports.

1.07 SUBMITTALS

The following information shall be provided in accordance with Section 01 33 00:

1. A copy of this specification section, with addendum updates included, and all referenced and applicable sections, with addendum updates included, with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations from specification requirements. Check marks (✓) shall denote full compliance with a paragraph as a whole. If deviations from the specifications are indicated, and therefore requested by the Contractor, each deviation shall be underlined and denoted by a number in the margin to the right of the identified paragraph, referenced to a detailed written explanation of the reasons for requesting the deviation. The Construction Manager shall be the final authority for determining acceptability of requested deviations. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the specifications. *Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no further consideration.*

2. Documentation of conformance with Testing Laboratory Qualifications as specified in paragraph 01 45 29-1.03 herein.

3. Form A described in paragraph 01 45 29-3.03 herein, by both Testing Laboratory and Contractor.

4. Final laboratory report as described in paragraph 01 45 29-3.04.

1.08 LIMITS ON TESTING LABORATORY AUTHORITY

Testing Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents. Testing Laboratory may not approve or accept any portion of the work, nor assume any duties of Contractor. Testing Laboratory has no authority to stop the work.

PART 2 - PRODUCTS

2.01 SOURCE QUALITY CONTROL

A. GENERAL:

Source quality control is defined in Section 01 45 00. This Section provides general guidelines as to the sampling, tests, and inspections required of products and manufactures prior to delivery to the project site and should be considered a minimum. Additional information and requirements are provided in each technical specification Section and those requirements shall control over this Section when in conflict. Absence of a test, inspection or requirement listed herein from a subsequent specification Section does not relieve the Testing Laboratory or the Contractor from their respective responsibilities specified in this Section.

B. REFERENCE STANDARDS IN OTHER SECTIONS:

Codes, standards, and other references called out below, but which are not listed in paragraph 1.02 are described in other specification Sections and not repeated herein.

C. FILL MATERIALS:

1. IMPORTED FILL MATERIALS: Testing Laboratory may conduct additional testing on behalf of Contractor to prepare required submittals specified in Division 31. Tests shall conform to the following for both Source and Field Quality Control:

Test	Standard Procedure
Moisture content	ASTM D3017
Gradation	ASTM C136
Density in-place	ASTM D1556
Moisture-density relationships	ASTM D1557
Liquid Limit, Plasticity Index	ASTM D4318

2. TYPE C FILL MATERIAL: Testing Laboratory shall conduct required testing to verify on-site materials proposed for fill conforms to specification Section 31 20 00. Contractor shall pay Testing Laboratory for such sampling and testing. Sampling and testing shall Classify Soil according to ASTM D2487 including Liquid Limit, Plasticity Index, and determine optimum moisture content and density relationship, and other data as required for proper use of this material.

D. PAVING MATERIALS:

Provide sampling and testing requested by Construction Manager or additional testing as requested by Contractor to verify materials proposed for use conform to specification Sections 31 20 00 and 32 00 00.

E. CONCRETE REINFORCING:

Provide sampling and testing requested by Construction Manager or additional testing as requested by Contractor to verify materials proposed for use conform to specification Section
03 20 00.

F. CAST-IN-PLACE CONCRETE:

1. GENERAL: Field sampling and testing shall be performed by the testing laboratory specified in paragraph 01 45 29-1.01 A. Samples shall be taken at random locations and at such times to represent the quality of the materials and work throughout the project. The laboratory shall provide the necessary labor, materials and facilities for sampling. Aggregates shall be sampled not less than 30 days prior to the use of such aggregates in the work. At Contractor's expense, Testing Laboratory may assist Contractor in formulating concrete mix designs, testing and reporting same, and providing the services of a Professional Engineer to review and seal the mix design.

2. AGGREGATES: Samples shall be taken at the discharge gates of the bins feeding the weigh hopper. The Contractor shall provide safe and suitable facilities for obtaining samples. Testing shall confirm continuing conformance with specifications for gradation, cleanliness and sand equivalent. A maximum of one test per day of each aggregate is required. Sampling shall be repeated when the source of material is changed or when unacceptable deficiencies or variations from the specified requirements of materials are found in testing. The full test program is required before source changes will be accepted. Aggregate samples shall be tagged and their sources identified.

3. COARSE AGGREGATE: A sample weighing between 50 and 60 pounds shall be taken after the batch plant is brought up to full operation conforming to ASTM D75. Sample and test coarse aggregate each 400 cubic yards of concrete. The samples shall be taken so that a uniform cross section, accurately representing the materials on the belt or in the bins, is obtained.

4. FINE AGGREGATE: Samples shall be taken as specified for coarse aggregate. Sample and test fine aggregate each 200 cubic yards of concrete. The samples shall be taken for sieve analysis of fine aggregate and specific gravity tests. Samples of sand shall be taken when the sand is moist.

G. STRUCTURAL STEEL:

1. Shop Weld Inspection for Structural Steel, and Steel Fabrications: AWS Certified Welding Inspector shall visually inspect 100 percent of structural welds and will inspect 25 percent of fillet welds greater than 5/16 inch, 100 percent of butt welds, moment connection welds, and full penetration groove welds by ultra-sonic or magnetic particle inspection. Acceptance Criteria: AWS D 1.1. Paragraph 8.15.1 for visual inspection and Paragraphs 8.15.2.1 and 8.15.2.2 for ultra-sonic or magnetic particle inspection.

2. Shop Inspection of High-Strength Bolted Connections: Inspect 100 percent of high-strength bolted connections according to AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts." All such bolts shall be fully tensioned unless otherwise noted on the drawings.

3. Materials' Conformance to Specifications: Testing Laboratory shall sample and test such items to ensure Standard Compliance for any specified steel materials, connection hardware, and details for which mill certificates or other required certificates have not been submitted. Contractor shall pay for the cost of such sampling, additional testing, and reporting.

PART 3 - EXECUTION

3.01 FIELD QUALITY CONTROL

A. GENERAL:

Field quality control is defined in Section 01 45 00. This Section provides general guidelines as to the sampling, tests, and inspections required of work in progress or completed in the field and should be considered a minimum. Additional information and requirements are provided in each technical specification Section and those requirements shall control over this Section when in conflict. Absence of a test, inspection or requirement listed herein from a subsequent specification Section does not relieve the Testing Laboratory or the Contractor from their respective responsibilities specified in this Section.

B. REFERENCE STANDARDS IN OTHER SECTIONS:

Codes, standards, and other references called out below, but which are not listed in paragraph 1.02 are described in other specification Sections and not repeated herein.

C. EARTHWORK AND FILL:

4. GENERAL: The Construction Manager will coordinate the taking of samples and making tests to check compliance with these specifications. The Contractor shall remove surface material at locations designated by the Construction Manager and provide such assistance as necessary for sampling and testing. The Construction Manager may direct the Contractor to construct inspection trenches in compacted or consolidated backfill to determine that the Contractor has complied with these specifications. Payment for inspection trenches shall be as specified in paragraph 01 45 00 – 1.04(7)

5. Subgrade Preparation and Compaction: Verify depth of scarification, moisture content is within optimal limits for compaction, and degree of compaction achieved. Frequency of testing shall generally conform to 25 foot maximum spacing for strip footings, each isolated pad footing, every 900 square feet for slabs and mat foundations, or as directed by the Construction Manager in light of actual geometry and conditions extent.

6. Structure Fill: Verify material provided, lift thickness, and compaction density. Frequency of sampling and testing shall be the same as for Subgrade Preparation and Compaction.

7. Structure Backfill: Verify material provided, lift thickness, and compaction density. Frequency of sampling and testing shall be as directed by the Construction Manager but not less than every 2 feet vertical lifts and every 1600 square feet of filled area.

8. Other Fill Materials: Verify material used, lift thickness, and compaction density. Frequency of sampling and testing shall be as directed by the Construction Manager.

D. PAVING:

1. EARTHWORK AND BASE AGGREGATE: Provide sampling and testing same as Fill described above and specified in Section 32 00 00. Frequency shall conform to Asphalt Concrete Pavement, below.

2. HOT MIX ASPHALT PAVEMENT: Sample and test pavement thickness and installation per Caltrans Standard Specifications. Thickness verification shall be made at a frequency not to exceed 1600 square feet of roadway or parking zones or as directed by the Construction Manager.

3. SITEWORK CONCRETE AT PAVEMENT: Sitework concrete at pavement consists of curbs, gutters, monolithic curb/sidewalk, inlet structures, catch basins, and other concrete construction in contact with paving or necessary for a complete paving job but not associated with buildings or structural work controlled by the IBC. Testing Laboratory shall conduct sampling and testing the same as specified for cast-in-place concrete in Section 32 00 00, except strength cylinder testing shall occur at one-half the frequency (placing rate) as for structural concrete.

E. CONCRETE REINFORCING:

1. Provide Special Inspection for all structural reinforcing in concrete per IBC Section 1704.4.

2. Provide Special Inspection for mechanical reinforcing connectors and splicing systems as required by that product's ICBO Evaluation Report, or equivalent.

F. CAST-IN-PLACE CONCRETE:

1. Sample the first daily truckload of ready mixed concrete and every 50 cubic yards thereafter, complying with ASTM C172.

2. Perform one slump test for each truck load of ready mixed concrete, complying with ASTM C143.

3. Perform one air content test for each set of compressive strength specimens, complying with ASTM C31.

4. Fabricate compressive strength specimens, complying with ASTM C39.

5. Make one set of 6 of compressive strength specimens for each day of structural concrete placing or each 50 cubic yards or fraction thereof for each class of concrete.

6. Test two specimens after curing 7 days, two specimens after curing 28 days, and retain two specimens for later testing if required.

7. Comply with ACI 214 for evaluation and acceptance of concrete.

8. Certified reports of the test results shall be provided directly to the Construction Manager. Test reports shall include sufficient information to identify the mix used, the stationing or location of the concrete placement, and the quantity placed. Slump, air content, temperature of concrete, and ambient temperature shall be noted. Quality control charts showing field test results shall be included with the test results for each class of concrete in each major structure. Charts shall be prepared in accordance with ACI 214. Quality control charts shall be maintained throughout the entire job and shall be available for the Construction Manager's inspection at any time.

9. If the 28-day test results fall below the specified compressive strength for the class of concrete required for any portion of the work, adjustment in the proportions, water content, or both, shall be made as necessary at the Contractor's expense. Changes and adjustments shall be reported in writing to the Construction Manager.

10. If compressive test results indicate concrete in place may not meet structural requirements, tests shall be made to determine if the structure or portion thereof is structurally sound. Tests may include, but not be limited to, cores in accordance with ASTM C42/C42M and any other analyses or load tests acceptable to the Construction Manager. Costs of such tests shall be borne by the Contractor.

3.02 EVALUATION AND CORRECTION

A. EVALUATION:

Satisfactory completion of work will be judged on results of laboratory, shop, and site tests and inspections.

B. CORRECTIONS:

If results of tests and inspections indicate work is below requirements of Contract Documents, that portion of work is defective and shall be repaired or replaced by the Contractor at no additional expense to the Owner by methods specified in each material or system's Section. Corrective action shall continue until such work meets the requirements of the Contract Documents.

3.03 SCHEDULE OF INSPECTIONS AND TESTS

Form A below shall be used to coordinate sampling and testing provided by Testing Laboratory, Construction Manager, Contractor, and other parties, if any. Testing Laboratory shall fill out Form A with anticipated inspections, sampling, and testing, submit for review by Construction Manager and for information to Contractor, and revise as directed. After receipt of Testing Laboratory's Form A submittal, Contractor shall submit Form A to identify sampling and testing requested for submittal preparation, and with an allowance for additional inspections. Such allowance shall not be less than five percent (5 percent) of the anticipated Field Quality Control budget for the Testing Laboratory, but shall not contractually commit Contractor to such expenditure, unless additional inspections requested and then only to their extent.

Form A: Anticipated sampling, testing, and inspections by Testing Laboratory and Contractor. Prepared by ___ Testing Laboratory ___ Contractor (check one). Electronic version available upon request. Expand each cell as necessary to provide a complete scope description.

Specification Section	Source Quality Control	Field Quality Control
31 20 00 Earthwork		
32 00 00 Paving		
03 20 00 Concrete Reinforcement		
03 30 00 Cast-in-Place Concrete		
03 15 19 Anchor Bolts		
05 50 00 Miscellaneous Metalwork		
~~05 52 00 Guardrailing~~		
~~09 90 00 Coating Systems~~		

3.04 FINAL LABORATORY REPORT:

A final report, prepared by the testing laboratory, shall be provided at the completion of all concreting. This report shall summarize the findings concerning concrete used in the project and provide totals of concrete used by class and structure. Final quality control charts for compressive strength tests for classes of concrete specified in each major structure shall be included. The report shall also include the concrete batch plant's coefficient of variation and standard deviation results for each class of concrete as determined in accordance with ACI 214.

END OF SECTION

SECTION 01 55 26

TEMPORARY TRAFFIC CONTROL

PART 1--GENERAL

1.01 DESCRIPTION

Work covered in this section consists of all labor, materials, and equipment required to provide adequate traffic control and regulation through construction areas and street affected by the work.

1.02 QUALITY ASSURANCE

A. QUALIFICATIONS OF WORKERS:

Provide Sufficient Skilled workers and supervisors who shall be present at all times during execution of this portion of the work and shall be thoroughly familiar with traffic regulations, permits, etc., and the materials and techniques specified.

B. CODES AND STANDARDS:

1. Where reference is made to the State Standard Specifications, reference shall mean State of California, Department of Transportation, Standard Specifications, latest edition.

2. Lights, flags, and other warning and safety devices for street and highway work shall conform to the requirements set forth in the current “Manual of Traffic Controls for Construction and Maintenance Work Zones,” issued by the California State Department of Transportation.

1.03 TRAFFIC CONTROL PLAN AND PERMITS

The Contractor shall submit a complete traffic control plan indicating how construction will be sequenced and traffic will be handled during construction. The Construction Manager will review this plan for conformance to the Specifications and to ensure adequate thought has gone into the handling of traffic. The plan shall clearly identify work which will interfere with traffic on public roadways, and the estimated duration of work. This plan shall be in conformance with the Contractor’s schedule.

Contractor shall obtain encroachment permits at his own expense for any work or traffic control to be performed in public roads. Permit is not required when road is owned and controlled by this project’s Owner.

1.04 PRODUCT HANDLING

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each day’s work and at other times when construction operations are suspended for any reason, Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic.

PART 2--PRODUCTS

2.01 EQUIPMENT

Contractor shall furnish, erect, and maintain, at his or her expense and without cost to the Owner, such fences, barricades, lights and signs, and other devices as are necessary to prevent accidents or damage or injury to the public. Contractor shall also furnish such flagpersons and guards as are necessary to give adequate warning to traffic of any dangerous condition to be encountered. Equipment shall be furnished and kept clean and in good repair by the Contractor at his own expense.

PART 3--EXECUTION

3.01 TRAFFIC CONTROL

A. MAINTAINING TRAFFIC:

Contractor shall expedite the passage of public traffic through and around the work. The Contractor shall furnish and install signs, detours, lights, flares, barricades, and shall furnish flagpersons and other facilities for the convenience and direction of public traffic. The cost of maintaining traffic, including conforming with the requirements stated herein, furnishing such signs, detours, lights, flares, barricades, flagpersons and other facilities shall be considered as part of the contract price and no extra payment will be made therefore.

B. PUBLIC CONVENIENCE:

1. Contractor's operation shall be conducted so that they offer the least possible obstruction and inconvenience to the public. Contractor shall have under construction no greater amount of work than can be executed properly with due respect to the rights of the public. Contractor shall provide personal advance notice to each affected resident informing them of impending work and provide ample time to remove vehicles and estimated time of driveway closure.

2. Spillage resulting from hauling or ditching operations along or across any public traveled way shall be removed daily.

3. Construction operation shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners and tenants. Convenient access to driveways, houses, and buildings along the line of the work shall be maintained and temporary approaches to crossing or intersecting streets shall be provided and kept in good condition.

C. PUBLIC SAFETY:

1. Whenever the Contractor's operations create a condition hazardous to the public, Contractor shall furnish, erect, and maintain such fences, barricades, lights, signs, and other devices as are necessary to prevent accidents or damage or injury to the public.

2. Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as above specified, the Construction Manager may direct attention to the existence of hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor at Contractor's expense, without cost to the Owner. Should the Construction Manager point out any inadequacy or warning and protective measures, such action on the part of the Construction Manager shall not relieve the Contractor from responsibility for public safety or abrogate Contractor's obligation to furnish and pay for these devices.

D. DETOURS:

Comply with conditions issued with the Encroachment Permit.

E. TRAFFIC CONTROL PLAN SUBMITTAL:

The Contractor shall submit a traffic control plan indicating the preferred method of construction and traffic control plan which complies with these Specifications. Before closing any street to through traffic, the Contractor shall obtain prior approval from the Construction Manager 14 days in advance of closure. Street closures and detours shall allow for access to public facilities and shall allow for passage of emergency vehicles.

F. NOTICES:

Contractor shall expedite the passage of public traffic through and around the work. The Contractor shall furnish and install signs, detours, lights, flares, barricades, and shall furnish flagpersons and other facilities for the convenience and direction of public traffic. The costs of maintaining traffic, including conforming with the requirements stated herein; public notification; and furnishing such signs, detours, lights, flares, barricades, flagpersons and other facilities shall be considered in the total bid.

END OF SECTION

SECTION 01 57 23

WATER POLLUTION PREVENTION

PART 1 – GENERAL

The work to be done under this section includes the furnishing of all labor, materials, equipment, tools and incidentals as required to prevent the pollution of surface or groundwater from the effects of construction of the Project. Contractor shall comply with the Construction General Permit Order 2009-0009-DWQ.

PART 2 - PRODUCTS

The size of this project does not require a a Storm Water Pollution Prevention Plan (SWPPP) to be prepared by a qualified QSD subcontracted by Contractor for this project. All work must comply with State Water Quality requirements. A list of BMPs is included in the plan set for each area of work. It is expected that the contractor shall follow the relevant SWPP measures to prevent any violations of the Construction General Permit Order for the State of California.

PART 3 – EXECUTION

The Contractor will provide all labor, materials, tools, equipment, and necessary incidentals to implement the Storm Water Pollution Prevention BMPs and the Erosion and Runoff Control Plan and as otherwise necessary to prevent surface water or groundwater pollution from the effects of the Project construction. Contractor shall have a qualified SWPPP Practitioner overseeing the implementation of the BMPs in accordance with the statewide general permit.

~~Contractor shall upload all required reports, submittals, another required documentation in accordance with the statewide general permit to the SMARTS system. City will certify reports as required~~.

END OF SECTION

SECTION 01 71 33

PROTECTION OF PROPERTY

PART 1 – GENERAL

The work to be done under this section shall include the furnishing of all materials, labor, tools, equipment, and necessary incidentals as required to protect public and private property during construction and, if necessary, restore same if damaged.

PART 2 – PRODUCTS

Contractor must submit a Building Protection Plan for any building within a horizontal distance of double the depth of any excavation. (For example, for an excavation of 12 feet, a building 24 feet or less from the excavation must have a Building Protection Plan). The plan will describe how the excavation will be made and backfilled to prevent any horizontal or vertical movement that could potentially damage the building, and must include, at a minimum the following:

1. method and equipment to excavate,
2. detailed plans of shoring method,
3. detailed plans of any specific support, bracing or underpinning of the building,
4. description of method of backfilling,
5. description of shoring removal,
6. description of method of monitoring movement of the building.

The City will approve, conditionally approve, or reject the submitted plan within five (5) business days of receipt. The City's approval of the plan will not relieve the Contractor of his or her full responsibility for any damage done as a result of the project.

No Building Protection Plan or Foundation Monitoring is required where the depth of excavation does not exceed 6 feet below grade. This does not relieve the Contractor from his responsibility to protect property or make repairs to damaged property.

PART 3 – EXECUTION

1.01 BUILDINGS

A. No excavation may proceed within 100 feet of a building requiring a Building Protection Plan until said plan has been approved. Neither may any excavation proceed until all monitoring benchmarks have been set and pre-excavation lines and/or grades determined.

B. Buildings must be monitored daily while excavation, backfilling and compaction work is taking place within 50 feet of the building. After

completion of compaction, monitoring must continue on a monthly basis for one year after project completion. Monitoring must be performed by a licensed Land Surveyor or Registered Civil Engineer. Written field notes must be kept of the monitoring and copies provided the City upon request.

C. The Contractor will be liable for any damage to any building and must hold the City harmless from any liability or expense for injury, damage, or repair to same.

D. Contractor will be responsible for repairing any damage to existing buildings caused by his operations. The Engineer will determine the extent of the damage and the method of repair.

1.02 MISCELLANEOUS

All dewatering, excavation, shoring, bracing, backfilling, compaction, and removal of dewatering system must proceed in accordance with the approved plan.

END OF SECTION

SECTION 01 74 23

FINAL CLEANING

1.0 GENERAL

A. At the completion of work and immediately prior to final inspection, cleaning of the entire project shall be accomplished according to the following provisions:

1. The Contractor shall thoroughly clean, sweep, wash, and polish all work and equipment provided under the contract, including finishes. The cleaning shall leave the structures and site in a complete and finished condition to the satisfaction of the Construction Manager.

2. All subcontractors shall similarly perform, at the same time, an equivalent thorough cleaning of all work and equipment provided under their contracts.

3. The Contractor shall remove all temporary structures and all debris, including all nails, dirt, sand, gravel, rubbish and waste material.

4. Should the Contractor not remove rubbish or debris or not clean the facilities and site as specified, the Owner reserves the right to have the cleaning done at the expense of the Contractor.

5. Only experienced workers, or professional cleaners, shall be employed for final cleaning.

6. Only cleaning materials recommended by the manufacturer of surface to be cleaned shall be used.

7. Cleaning materials shall be used only on surfaces recommended by the cleaning material manufacturers.

8. In preparation for substantial completion or occupancy, a final inspection of sight-exposed surfaces, and of concealed spaces, shall be conducted.

9. Grease, dust, dirt, stains, labels, fingerprints, and other foreign materials shall be removed from sight-exposed finished surfaces. Polish surfaces so designated to shine finish.

10. Marred surfaces shall be repaired, patched, and touched up to specified finish, to match adjacent surfaces.

11. Materials shall be handled in a controlled manner with as few handlings as possible. Do not drop or throw materials from heights.

2.0 OWNER OCCUPANCY

As a condition precedent to final acceptance or release of a portion of the facility for use by the Owner, the Contractor and all subcontractors shall thoroughly clean all surfaces to leave same in first-class condition.

3.0 POST-CONSTRUCTION REPAIRS

The Contractor shall make such minor repairs and alterations as may be necessary to make any structure or component ready for occupancy. This section shall not apply after or to the extent that the Owner has taken possession of a portion of the facilities on which the Contractor has performed work.

4.0 SITE CLEANUP

For all roadway work, the Contractor shall conform the work to acceptable line and grade, as determined by the Engineer. In addition, the Contractor shall have the sidewalks and streets affected by the work swept by a street or sidewalk cleaner as determined by the Construction Manager. Other surfaces of the grounds shall be rake cleaned. The Owner will not authorize final payment until the Contractor has removed all rubble and debris from the street and adjoining work areas, including all temporary storage and parking areas used by the Contractor.

For pipelines, storm sewers, catch basins and manholes, prior to their activation or at the conclusion of the project, the Contractor shall thoroughly clean all of the new pipes by flushing with water for fluid lines. Debris cleaned from the lines shall be removed from the lowest access point.

All temporary utility drops, fencing, and water supply outlets shall be removed.

All plant gate identification signs, barricades, tools, rubbish collection receptacles and other such items shall be removed by the Contractor.

END OF SECTION

SECTION 02 00 00

EXISTING CONDITIONS

PART 1 – GENERAL

1.01 RELATED INFORMATION

Related information and requirements are included in the individual Sections of the Specifications and the project Permits.

1.02 INFORMATION ON SITE CONDITIONS

Information obtained by the Engineer regarding site conditions, existing facilities, and similar data are shown on the Plans.

1.03 CONTRACTOR'S RESPONSIBILITIES

A. The Contractor shall satisfy himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, roads, work in sensitive environment and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract.

B. The Contractor further shall satisfy himself as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site, any exploratory work done by the City, as well as from information presented by the Plans and Specifications made a part of this contract. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

C. The Contractor shall anticipate underground obstructions such as utility lines, concrete, water table, soil conditions and debris. No extra payment will be allowed for the removal, replacement, repair, or possible increased cost caused by underground obstructions. Any such lines or obstructions indicated on the map show only the approximate location and must be verified in the field by the Contractor. The District and Engineer will endeavor to familiarize the Contractor with all known underground obstructions, but this will not relieve the Contractor from full responsibility in anticipating and locating all underground obstructions.

D. The Contractor shall note that heavy truck and equipment operations may cause roadway and parking lot damage in excess of normal usage.

Damage caused to the streets by Contractor's operations shall be repaired by the contractor at no additional cost to the City. A series of photographs shall be logged by the Contractor for approval by the Engineer to establish existing conditions prior to construction.

END OF SECTION

SECTION 02 01 00

MAINTENANCE OF EXISTING CONDITIONS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Related requirements specified elsewhere:

See Division 01 regarding general conditions specific to the Contract. See also Section 02 00 00 regarding site conditions.

See Plans for the locations of utilities.

1.02 CALIFORNIA ADMINISTRATIVE CODE

A. Section 1540(a)1 of Construction Safety Orders (Title 8) California Administrative Code, Section 1540 states:

1. "Prior to opening an excavation, effort shall be made to determine whether underground installations; i.e., sewer, water, fuel, electric lines, etc., will be encountered and, if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging; and, when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least 48 hours prior to the start of actual excavation."

B. In line with California's Administrative Code, Section 1540, Contractor shall make the effort to determine the exact location of underground installations.

PART 2 – PRODUCTION – OWNERS

2.01 UTILITIES AFFECTED

A. GENERAL:

Underground Service Alert (USA) North 811 shall be contacted at least 72 hours before any work commences. USA North 811 can be contacted at (800) 642-2444.

B. ELECTRICAL

In the project area, Pacific Power has control of overhead and underground power. Where overhead power service to a structure known to require electrical service does not exist, then underground power

service shall be assumed to exist. Pacific Power can be contacted at (888) 221-7070.

C. WATER SERVICE

City of Crescent City Water/Sewer Department can be contacted at (707) 464-6517.

D. SEWER SERVICE

City of Crescent City Water/Sewer Department can be contacted at (707) 464-6517.

E. ROADS / STREETS / DRAINAGE

The City of Crescent City has jurisdiction over roads, streets, and drainage in the City. City Public Works can be contacted at (707) 464-9506.

F. TELEPHONE

Frontier Communications can be contacted at (541) 269-3375.

G. CABLE TELEVISION / INTERNET

Charter Communications (Spectrum) can be contacted at (866) 874-2389. (This is the public-facing customer service number).

PART 3 – EXECUTION

3.01 CONTRACTOR RESPONSIBILITY

A. It may be expected that there will be some variation in location of existing utilities from that as shown on the Plans. Contractor is also hereby notified that there are likely additional irrigation lines in the project area that are not shown on the plans. Actual location can best be determined in the field after pre-marking by the various utilities affected. Contractor is required to contact Underground Services Alert (USA), also known as “USA North 811” before beginning any excavations.

B. The Contractor shall be responsible for determining the location of existing service laterals, irrigation lines, or appurtenances whenever the presence of such utilities on the site of the construction can be inferred from the presence of other visible facilities, such as building, meter and junction boxes, located on or adjacent to the site.

C. The Contractor shall promptly notify the Engineer in writing in the event that the Contractor discovers utility facilities not identified by the Engineer in the Contract Plans or Specifications.

D. It should be understood that the various utilities are indicated on the Plans to show only the approximate location and must be verified in the field by the Contractor. It may be expected that there will be variation in location from that as shown on the Plans to the actual location. Actual location can best be determined in the field after pre-marking by the various utilities affected. The various utilities will cooperate with the Contractor to endeavor to familiarize the Contractor with all known underground utilities, obstructions, but this will not relieve the Contractor from assuming full responsibility in anticipating and locating their actual location with respect to utilities which the Contractor must locate and identify under the provisions hereof.

END OF SECTION

SECTION 02 01 20

PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1- GENERAL

1.01 DESCRIPTION

This section includes materials and procedures for protecting existing underground utilities.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Earthwork: 31 23 00

B. Trenching, Backfilling, and Compacting: 31 23 16

PART 2- MATERIALS

2.01 REPLACEMENT IN KIND

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

PART 3- EXECUTION

3.01 GENERAL

A. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

B. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

C. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead-time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

D. Expose utilities in advance of the pipeline construction.

3.02 PROCEDURES

A. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

B. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

C. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

3.03 COMPACTION

A. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

B. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

C. Alternative Construction--Sand-Cement Slurry: Sand-cement slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

3.04 SPECIAL CONSTRUCTION

A. Reinforced Concrete Beam: Where indicated in the drawings or as determined by the Owner's Representative, support utilities by a reinforced concrete beam as shown on the utility support details in the drawings. The primary purpose of the beam is to prevent settlement of the utility line after construction. The Contractor is responsible for the protection of the utility during construction and shall incorporate the beam as part of the protection.

B. Concrete Support Wall: Where indicated in the drawings or as determined by the Owner's Representative, support the utilities by a concrete support wall as shown on the utility support details in the drawings. The purpose of the concrete support wall is to prevent settlement of the utility line after construction. The Contractor is responsible for the protection of the utility during construction.

3.05 THRUST BLOCKS ON WATERLINES

A. The Contractor's attention is called to thrust blocks for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner's water division superintendent and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

B. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

1. Sand-cement slurry (94 pounds of cement per cubic yard).

2. The native material compacted to a relative compaction of 95%.

C. Then excavate the backfill material for construction of the thrust block.

D. Test compaction of the backfill material before pouring any concrete thrust block. Use 3,000 psi concrete for reconstruction.

3.06 ADJACENT PARALLEL UTILITIES

A. The Contractor's attention is called to the following utilities:

Size and Description
Existing 6 inch VCP sewer pipeline
Existing 4 inch CIP water pipeline
Existing 8 inch CIP water pipeline
Existing residential water pipeline to meter
Existing electrical conduits from tower to control building
Electrical light pole/control panel and conduits near the electrical power tower

The position of these utilities between the above stations is just outside the new construction. Protect these utilities from any disturbances and repair the pipelines and associated vaults and appurtenances if they are damaged in any way.

END OF SECTION

SECTION 02 22 10

TRENCH EXCAVATION AND BACKFILL

PART 1 – GENERAL

1.01 DESCRIPTION

A. WORK INCLUDED:

The work covered in this Section consists of performing all operations necessary to excavate all earth, regardless of character and subsurface conditions, from the trench or adjacent thereto, and to place stabilization, bedding, cover, water removal, backfill, base, and compaction as shown on the Plans and as specified or as may be ordered by the Engineer.

B. GENERAL INTENT:

1. It is the general intent of these Specifications to specify conduct of the Work in such manner as to cause the general public a minimum of inconvenience with no exposure to unsafe conditions during construction and to provide a trench that will properly support and protect the pipe and have no settlement on improved streets and only minor settlement in other areas where such settlement will not be noticed, or compensation made for any expected settlement. The degree of compaction and type of material will vary in accordance with type of pipe, and soil and surface conditions.

2. The Contractor shall obtain compaction and install base and temporary paving promptly.

3. If the Contractor does not properly clean up (in the opinion of the Engineer and District) then the Engineer shall have the option of using outside equipment and labor to perform the work and such costs will be withheld from the contract.

4. It is the general intent to use material as shown on the Plans where proper compaction and a stable surface can be obtained. Stabilization material and import will be provided only where directed by the Engineer.

5. No backfilling shall be done until the installation to be covered has been inspected, tested, and approved for covering. Compaction of backfill shall proceed immediately after backfilling.

1.02 QUALITY ASSURANCE

A. QUALIFICATIONS OF WORKMEN:

Provide sufficient skilled workmen and supervisors who shall be present at all times during execution of this portion of the Work and who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.

B. CODES AND STANDARDS:

1. Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials as listed below:

Specific Gravity: ASTM D854

Laboratory Compaction: ASTM D1557, Method A or C. In-place Density: ASTM D1556 or ASTM D2922.

Particle Size Analysis of Soils: ASTM D422. Plastic Limit and Plasticity Index: ASTM D4318. Soil Classification: ASTM D2487.

In-place Moisture Content: ASTM D3017.

2. Where reference is made to the State Standard Specifications, reference shall mean: State of California, Business and Transportation Agency, Department of Transportation (Caltrans), Standard Specifications, most recent edition, excluding measurement and payment items.

1.03 GUARANTEES

The Contractor shall guaranty his work against settlement for a period of one year after the Notice of Completion has been filed and shall repair all damage caused by settlement within that time. For the purpose of this Specification, settlement will be deemed to have occurred if the following conditions exist:

A. On paved areas, the depression of 3/8-inch below the average of the sides of the uncut portion shall be deemed a settlement.

B. Along shoulder areas and unpaved portions of the site, a depression of ¾ -inch below the average of the sides of the uncut portion shall be deemed a settlement.

C. Across all fields, pastures, or areas untraveled by automotive equipment, a depression of 1½ inches below the average of the sides of the uncut

portion shall be deemed a settlement. In this regard, any settlement that causes drainage problems or concentration causing water to run along the ditch way shall be subject to correction immediately during the entire guaranty period.

PART 2 – PRODUCTS

2.01 EXCAVATION

Excavation is unclassified. The Contractor shall complete all excavation regardless of type, nature, or condition of the materials encountered. The Contractor shall make his own estimate of the kind and extent of the various materials to be excavated in order to accomplish the work. The Contractor should note specifications for native backfill and determine where excavated material can be used for that purpose.

2.02 STABILIZATION MATERIAL

Stabilization material shall consist of uniformly graded coarse aggregate of which at least 90 percent by weight shall be crushed particles. The percent composition by weight shall conform to the following grading:

SIEVE SIZE	PERCENT PASSING
3”	100
1”	0-10

Stabilization material shall be free from excessive dirt or other organic material.

2.03 BEDDING AND COVER MATERIAL

Bedding shall be crushed rock aggregate uniformly graded from No. 4 to ¾-inch particle size. One hundred percent shall pass the ¾-inch sieve and 95% shall be retained on the No. 4 sieve. Material shall have a minimum durability index of 35. Material shall be free of loam, organic material, or vegetable matter. A minimum of 25% by weight shall be crushed particles.

2.04 CRUSHED WASHED STONE

Crushed washed stone shall be 2 inches minus, well graded, free of fines and with not more than 10% passing the ¾” sieve.

2.05 SAND BEDDING AND COVER MATERIAL

Shall have a minimum sand equivalent of 45 and shall be uniformly graded from No. 4 to 200 mesh screen. Not more than 8 percent of the material shall pass the 100-mesh screen. The material may be screened from the 3/4-inch minus gravel bedding and cover noted in paragraph 2.03, providing it meets these specifications.

2.06 NATIVE BACKFILL

Shall be selected material excavated from the trench. In all cases it must be capable of compaction to at least the relative compaction required with in-place moisture, must not have a moisture content of 5 percent over optimum if silty or clayey material where it will not provide a stable subsurface. Native material over 6 inches from the pipe may have rocks or stones up to 6 inches in diameter provided they can be incorporated in the trench without bridging.

2.07 STRUCTURE BACKFILL

Shall conform to the State Standard Specifications and shall have a minimum sand equivalent of not less than 20. 100 percent shall pass a 3-inch sieve, 35 to 100 percent shall pass a No. 4 sieve and 20 to 100 percent shall pass the 30-mesh screen. It shall be free from organic matter and unsatisfactory material.

2.08 NATIVE TOPSOIL

Shall be native material collected within the top 12 inches of the original grade.

2.09 IMPORTED BACKFILL

Where specified may be any of the above (2.02 through 2.08) except native material from the immediate area. It shall have a minimum sand equivalent of 30. One hundred percent shall pass the 3-inch sieve; no more than 80% shall pass the 100-mesh sieve screen. If sand is to be utilized as import, no more than 30% shall pass the 100-mesh screen.

2.10 CLASS II AGGREGATE BASE

Class II aggregate base shall be ¾ inch minus conforming to Section 26 of the State Standard Specifications. This material may be used at the Contractor's option for pipe zone bedding and cover material and as imported backfill.

2.11 DRAIN ROCK

Shall be Class 2 Permeable material and conform to Section 68-2 of the State Standard Specifications.

2.12 RESEEDING WORK REQUIRED

A. The general intent is for the finished worksites to resemble the areas as they existed in the native condition. The restoration is to be accomplished through the implementation of the following efforts.

1. The preservation of the native environment including trees, rocks, and general topographic features through care in planning and workmanship during the construction of the facilities.

2. The replacement of physical objects that must be removed for the construction.

3. The provision of a finished site that will provide for the rapid re-vegetation of areas to their natural site.

B. GENERAL

All cut areas and all fills and all areas through fields or "open areas" shall be fertilized and seeded back to that area where undisturbed material exists. Fertilizing and seeding shall be as follows:

1. Fertilizer, seed mix and mulch shall be subject to the approval of the Engineer and as noted on the plan set.

PART 3 – EXECUTION

3.01 GENERAL

A. The Contractor shall do all excavation of whatever substance is encountered to the lines and grades shown on the Plans. All materials suitable for use as backfill shall be piled in an orderly manner a sufficient distance from the edge of the trench to avoid overloading and to prevent sliding into the trench. The Contractor shall do such grading or work as is necessary to prevent surface water from entering the excavation.

B. No more than 200 feet of open trench shall be excavated in advance of laying the pipe. Not more than 50 feet of excavated trench shall remain un-backfilled at the end of each day's work. The remainder of the trench shall be backfilled, initially compacted, and opened to traffic. All operations shall be carried out in an orderly fashion. Backfilling, compacting, base and cleanup shall be accomplished as sections of the pipe are installed. Traffic through the work area shall be impeded or obstructed as little as possible.

3.02 WIDTH OF TRENCH

A. Except where otherwise specifically permitted, sides of trenches shall be vertical, shored as required, and shall be of uniform width from top to bottom. Trenches for small diameter laterals may be installed in narrow "Ditch-Witch" type of trench.

B. The maximum width of trench measured at the top of the pipe shall not exceed the width allowed for various classifications of pipe or if none are given, they shall not exceed the dimensions shown on the plans.

C. If trench widths exceed those shown on the plans, install all additional stabilization material, bedding, cover, backfill, base, and paving in conformance with these specifications at no

additional cost to the District.

3.03 PAVING REMOVAL

A. Asphalt concrete shall be cut with a suitable tool before excavation. Cutting with a spade or jackhammer will be allowed as will cutting with a suitable grader-mounted wheel provided that a neat orderly result is accomplished. Breaking of concrete or seal coats with excavation equipment will not be permitted.

B. All edges of asphalt, armor coats or seal coats shall be cut vertically, with a neat, square edge.

C. In all cases existing paving shall be cut out after construction and just prior to final paving, to a point 6 or more inches wider than each side of the trench line.

3.04 GRADE AND ALIGNMENT CONTROL

A. Contractor shall construct the trench to the line and grades as established by the Engineer. Proper allowance shall be made for pipe thickness, bedding material and stabilization material.

B. Any part of the trench excavated below grade shall be backfilled with stabilization or bedding material and compacted to a density equal to the undisturbed trench bottom at Contractor's expense.

C. The pipe shall be accurately centered on alignment and shall be laid neat and true to provide good hydraulic characteristics in keeping with the grade and pipe size specified. The pipe shall be laid to provide a continuous slope so that any air pockets created are relieved with an air release valve.

3.05 SHORING, SHEETING AND BRACING

The Contractor shall furnish and install all shoring, sheeting, and bracing required to support adjacent earth banks and structures for the protection and safety of all personnel working in the trench. All shoring, sheeting, and bracing shall conform to the requirements of the State or local agents having jurisdiction over such matters. Remove shoring, sheeting, and bracing in a manner that will protect the workman and prevent caving of banks and damage to the pipe, excavation, backfill or adjacent property. See specific details elsewhere in these Specifications and in Cal OSHA requirements.

3.06 STABILIZATION

If unstable trench bottoms are encountered, additional excavation shall be performed to the depth ordered by the Engineer. Trench stabilization material shall then be placed up to the bottom plane of the bedding material. See Bid

items for payment if any. If separate payment is authorized as a Bid item, the amounts shall be calculated by the theoretical quantity obtained by multiplying the trench width, up to the maximum widths shown on the Plans times the depth requested times the length, all as authorized by the Engineer.

3.07 TRENCH BACKFILL IN THE PIPE ZONE

A. The Contractor shall backfill the pipe zone with the bedding and cover material specified to the dimensions shown on the Plans. Bedding material shall be added to the trench so that it will extend up on the pipe to 1/3 of its depth. The trench shall then be final graded by hand to provide a secure bedding full length with hand excavations made for bells or collars. Additional bedding shall then be installed and the sides of the pipes tamped to not less than 90 percent compaction to secure full length bedding and proper pipe wall support. After this, cover material shall be added and mechanically compacted to a relative compaction not less than 90 percent.

B. In trench bottoms that are wet with running water or rapidly infiltrating water, gravel bedding shall be used. In deep or wide trenches where pipe support is critical or near the allowable strength of the pipe, gravel bedding shall be used. In dry trenches or where pipe support is not as critical, sand bedding material may be used. These materials must be provided up to just over the mid-point of the pipe or in critical areas (deep-wide) shall be carried up to a point of two-thirds of the pipe depth.

3.08 TRENCH BACKFILL

A. CLASS 2 AGGREGATE BASE:

Class 2 Aggregate Base shall be compacted to relative compaction not less than 90 percent relative compaction in gravel road areas, and 95 percent relative compaction under paved area (flexible or rigid pavement).

B. NATIVE:

Trench shall be backfilled with native material which may be placed by machine. Materials may be settled by, mechanical tamping, grading or other approved method, taking care not to float the pipe, all depending on existing soil conditions. When the topsoil has been stripped this material shall be placed in the upper portion of the trench. Top of the trench will be neatly finished as detailed on the Plans with a crown to accommodate future settlement in the areas where this can be allowed due to lack of traffic, drainage problems, unsightliness or the like.

Native backfill shall be compacted to a relative compaction of not

less than 90 percent.

3.09 JETTING

Jetting shall not be allowed.

3.10 COMPACTION

All compaction shall be to the densities specified. Pipe zone materials (bedding and cover materials) shall be compacted to a relative density of not less than 90 percent. The depth of each lift shall not exceed 12 inches of loose material and will be limited to such depth as can be compacted to the specified density with the equipment being used. The top of the trench shall be final compacted (where necessary) by the use of a pneumatic or drop hammer taking care not to damage sewer line or other utilities.

3.11 TESTING

A. Relative compaction shall be the densities specified hereinbefore. In clay materials of higher moisture content dry densities shall be used.

B. The District's Testing Laboratory will make all tests when advised by the Contractor that in his opinion sufficient densities have been achieved. Engineer shall determine the number and location of tests required. Contractor shall furnish a backhoe and operator upon request to the Testing Laboratory, at no cost to the District. Compaction Testing shall occur only if required by the District and be certified by the Contractor as meeting Project requirements.

END OF SECTION

SECTION 02 30 00

EARTHWORK

PART 1 - GENERAL

1.01 SUMMARY

A. SECTION INCLUDES:

Clearing, grubbing, excavation, aggregate materials for fill and grading purposes, compaction and grading necessary or required for the construction of the work as covered by these Specifications and indicated on the Drawings. Clearing shall normally be performed in advance of other construction operations in accordance with requirements of these Specifications. The excavation shall include, without classification, the removal and disposal of all materials of whatever nature encountered, including water and all other obstructions that would interfere with the proper construction and completion of the required work.

B. RELATED SECTIONS:

1. Section 02 05 00 Demolition and Removal
2. Section 02 22 10 Trench Excavation and Backfill

1.02 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

American Society for Testing and Materials (ASTM) Publications:

ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregates ASTM D 422 (1963; R 1998) Particle-Size Analysis of Soils
ASTM D 1140	(1997) Amount of Material in Soils Finer than the No. 200 (75-micrometer) Sieve
ASTM D 1557	(1998) Laboratory Compaction Characteristics of Soil Using Modified Effort 56,000 ft-lbf/cu. ft.
ASTM D 2487	(1998) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	(1996) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	(1988; R 1996el) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

ASTM D 4318 (1998) Liquid Limit, Plastic Limit, and Plasticity Index of Soils

1.03 SUBMITTALS

A. Submit in accordance with Section 01 33 00.

B. SUBMIT THE FOLLOWING:

1. Contractors Testing Laboratory Qualifications: Submit qualifications of contractor's in-house material testing laboratory.

2. Samples and Test Results: Furnish, without additional cost to the Owner, such quantities of import materials as may be required for test purposes. Cooperate with the Engineer and furnish necessary facilities for sampling and testing of all materials and workmanship. Submit test results from Contractor's Quality Control Laboratory for import materials. Tests shall be performed within 60 days of the submission. All material furnished and all work performed shall be subject to rigid inspection and no material shall be delivered to the site until it has been favorably reviewed by the engineer or used in the construction work until it has been inspected in the field by the engineer.

1.04 QUALITY ASSURANCE

A. SOURCE QUALITY CONTROL:

Test import materials proposed for use to demonstrate that the materials conform to the specified requirements. Tests shall be performed by contractor's in-house quality control organization.

B. FIELD QUALITY CONTROL:

1. The Contractor shall:

a. Review and test materials proposed for use.

b. Inspect placement and compaction of fill.

c. Test soils during placement of fill.

2. Contractor shall excavate holes for in-place soil sampling. Contractor shall be responsible for costs of additional inspection and re-testing resulting from non-compliance.

C. STOCKPILE CLEANUP

1. The Contractor shall remove stockpile, leave area in clean and neat condition.

D. TESTING METHODS:

1. Specific Gravity: ASTM D854
2. Laboratory Compaction: ASTM D1557, Method A or C.
3. In-place Density: ASTM D1556 or ASTM D2922.
4. Particle Size Analysis of Soils: ASTM D422.
5. Plastic Limit and Plasticity Index: ASTM D4318.
6. Soil Classification: ASTM D2487.
7. In-place Moisture Content: ASTM D3017.

E. DEFINITION:

Relative Compaction: In-place density divided by the maximum dry density laboratory compaction expressed as percentage.

1.05 PRESERVATION OF PROPERTY

A. Where construction is to be performed in the vicinity of trees and shrubbery, the work shall be carried on in a manner which will cause minimum damage.

B. All damage shall be immediately reported to the Engineer who will file a report so that penalties may be determined.

1.06 EXPLOSIVES

The Contractor shall not use explosives of any kind on the premises.

1.07 ADDITIONAL SAFETY RESPONSIBILITIES

A. The Contractor shall be responsible for ensuring such measures:

1. Comply fully with 29 CFR Part 1926 OSHA Subpart P Excavations and Trenches requirements.
2. Provide necessary support to the sides of excavations.
3. Provide safe access to the Engineer’s sampling and testing within the excavation.
4. Provide safe access for backfill, compaction, and compaction testing.
5. Maintain excavations in a safe manner that shall not endanger property, life, health, or the project schedule. All earthwork shall be performed in strict accordance with applicable law, including local ordinances and applicable OSHA requirements.

PART 2 – PRODUCTS

2.01 MATERIALS

A. CLASS 2 AGGREGATE BASE

Class 2 aggregate base shall be ¾" minus conform to Section 26 of the State Standard Specifications.

B. DRAIN ROCK

Shall be Class 2 Permeable material and conform to Section 68-2 the State Standard Specifications.

C. STRUCTURE BACKFILL

Shall conform to Section 21 of the State Standard Specifications and shall have a minimum sand equivalent of not less than 20. 100 percent shall pass a 3-inch sieve, 35 to 100 percent shall pass a No. 4 sieve and 20 to 100 percent shall pass the 30-mesh screen. It shall be free from organic matter and unsatisfactory material.

D. TOPSOIL

Shall conform to the State Standard Specifications and shall be a natural friable surface soil without admixtures of undesirable subsoil, refuse, asphalt, oils, metals, or foreign materials. It shall be reasonably free from roots, hard clay, coarse gravel, stones larger than one inch in any dimensions, noxious weeds, tall grass, brush, sticks or other material which would be detrimental to the proper development of vegetative growth.

E. ROCK SLOPE PROTECTION

Shall conform to Section 72 of the State Standard Specifications, size to be as indicated on the Plans.

F. EMBANKMENT / IMPORT BORROW

Shall conform to Section 19-7 of the State Standard Specifications.

PART 3 – EXECUTION

3.01 CLEARING AND GRUBBING WORK REQUIRED

A. LOCATIONS

Where required and directed by the engineer and per Section 02 10 00.

B. REMOVAL AND DISPOSAL OF MATERIAL:

All of the debris type material resulting from the above clearing and other

miscellaneous site clearing required by the work or any excavation shall be removed from the site of the work and deposited at the Contractor's disposal site (see Section 01 74 23).

3.02 CONTROL OF WATER

The Contractor shall be responsible for furnishing temporary drainage facilities to convey and dispose of surface water falling on or passing over the site. Contractor shall comply with all best management practices for prevention of water pollution as described in Section 01 57 23.

3.03 EXISTING UTILITIES

GENERAL:

The known existing utilities are shown on the Drawings in their approximate location. The Contractor shall exercise care in avoiding damage to all utilities, as they will be held responsible for their repair if damaged. There is no guarantee that all utilities or obstructions are shown, or that locations indicated are accurate. Utilities are piping, conduits, wire, cable, ducts, manholes, pull boxes and the like, located at the project site and adjoining said site.

Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury to workmen or damage to electrical ducts or conduits. Similar precautions shall be exercised around gas lines, telephone, and television cables.

3.04 EXCAVATING

A. Excavate subsoil to accommodate formwork for paving, and site structures.

B. Slope banks to angle of repose or flatter, if shown on the plans, unless shoring is used.

C. Grade top perimeter of excavation to prevent surface water from draining into excavation.

D. Hand trim excavation. Remove loose matter.

E. Notify Owner’s Representative of unexpected subsurface conditions.

F. Correct areas over excavated with appropriate backfill and compact as specified or as directed by Engineer.

G. PROTECTION:

1. Prevent displacement or loose soil from falling into excavation; maintain soil stability

2. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

3.05 FILL

A. Compact subgrade as necessary to support density requirements of subsequent layers of fill.

B. Use Class 2 aggregate base to raise the existing grades to final subgrades, or as shown on the plans.

C. Compact all fill materials to a minimum of 95% of its maximum dry density, unless otherwise indicated in the Plans or Specifications.

D. Fill in lifts allowing time for Contractor's materials tester to test each lift for compaction.

3.06 DITCHES:

Cut ditches accurately to the cross sections and grades shown. Take care not to over excavate ditches and backfill excessive excavation to grade. Trim all roots, stumps, rock, and other foreign matter from the sides and bottom of the ditches. Compact the surfaces of ditch slopes and bottom.

3.07 TESTING:

Where required, all testing shall be performed by an approved testing laboratory. When test results indicate, as determined by the Engineer, that compaction is not as specified, the material shall be removed, replaced and re-compacted to meet specification requirements. Tests on re-compacted areas shall be performed at Contractor's expense to determine conformance with specification requirements. Inspections and test results shall be certified by the Contractor's laboratory. These certifications shall state that the test results are representative of the materials or conditions being certified by the tests.

3.08 TRENCH EXCAVATION

A. Excavation for pipe and other utilities shall be in open cut. The trench shall be as wide as necessary for sheeting and bracing and the proper performance of the work up to the maximum width permitted by the typical cross-sections shown on the Drawings. The sides of the trenches shall be vertical in paved areas. The bottom of the trench shall be constructed to the grades and shapes indicated on the Drawings. Should the Contractor desire to use other equivalent methods, he shall submit his method of construction to the Engineer for favorable review prior to its use.

B. Take care not to over excavate. Accurately grade the bottom of the trenches to provide uniform bearing and support for each section of the

pipe or conduit at every point along its entire length, except for the portions of the pipe sections where it is necessary to excavate for bell holes and for the proper sealing of pipe joints, and as hereinafter specified. Dig bell holes and depressions for joints after the trench bottom has been graded. In order that the pipe rests on the bedding for as nearly its full length as practicable. Bell holes and depressions shall be only of such length, depth, and width as required for properly making the joint. Remove stones as necessary to avoid point bearing.

C. Backfill and compact over-excavations to 95% relative compaction with bedding material. There shall be no additional payment to the Contractor for over-excavations not directed by the Engineer. Remove unsatisfactory material encountered below the grades shown as directed by the Engineer and replace with bedding material. Payment for removal and replacement of such unsatisfactory material directed by the Engineer shall be made in accordance with the provisions of the General Conditions.

D. Provide ladders for access to the trench by construction and inspection personnel.

3.09 SUPPORT OF EXCAVATIONS

A. Adequately support excavation for trenches and structures to meet all applicable requirements in the current rules, orders, and regulations. Excavation shall be adequately shored, braced, and sheeted so that the earth will not slide or settle and so that all existing structures and all new pipe and structures will be fully protected from damage. Keep vehicles, equipment, and materials far enough from the excavation to prevent instability.

B. Take all necessary measures to protect excavations and adjacent improvements from running, caving, boiling, settling, or sliding soil resulting from the high groundwater table and the nature of the soil excavated.

C. The support for excavation shall remain in place until the pipeline or structure has been completed. During the backfilling of the pipeline or structure, the shoring, sheeting, and bracing shall be carefully removed so that there shall be no voids created and no caving, lateral movement, or flowing of the subsoils.

3.010 COMPACTION

A. Add water to the backfill material or dry the material as necessary to achieve specified compaction density of each layer of backfill being compacted. Employ such means as may be necessary to secure a uniform moisture content throughout the material of each layer being

compacted.

B. After the material has been moisture conditioned, compact it with compaction equipment appropriate for the use to achieve specified compaction.

C. If the backfill material becomes saturated from rains or any other source because it was not compacted to the specified density or was not backfilled and compacted to surface grade, through negligence or otherwise, remove the faulty material and replace it with suitable material compacted to the specified density. No additional payment will be made for doing such work or removal and replacement.

D. Compaction of embankment and backfill materials by flooding, ponding, or jetting will not be permitted.

3.011 FINISH GRADING

Except where shown otherwise in the Drawings, restore the finish grade to the original contours and to the original drainage patterns. Grade surfaces to drain away from structures. The finished surfaces shall be smooth and compacted.

3.012 DISPOSAL OF EXCAVATED MATERIAL

Dispose of unsuitable material or excavated material in excess of that needed for backfill or fill offsite.

END OF SECTION

SECTION 02 41 00

DEMOLITION

QUALITY CONTROL PART 1 – GENERAL

1.01 WORK INCLUDED:

A. Removal and disposal of designated foundations, walls, concrete, utilities, mechanical, lighting, and other structures.

B. Removal and disposal of all other materials needed to accomplish the project.

1.03 QUALITY ASSURANCE:

A. Contractor Qualifications: Minimum of 5 years' experience in demolition of comparable structures.

B. Requirements of Regulatory Agencies:

1. Comply with requirements of codes.

2. Comply with requirements of local Public Health Authority.

3. Comply with local utility companies and/or utility districts.

1.04 SUBMITTALS:

A. Certificates of severance of utility services.

B. Permit for transport and disposal of debris.

C. Demolition procedures and operational sequence for review by Owner's Representative

1.05 JOB CONDITIONS:

A. Protection:

1. Erect barriers, fences, guard rails, enclosures, chutes, and shoring to protect structures, and utilities remaining intact.

2. Protect designated trees and plants from damage.

3. If required by governing authorities, provide alternate routes around closed or obstructed traffic ways.

B. Maintaining Traffic:

1. Ensure minimum interference with roads, street, driveways, sidewalks, and adjacent facilities.

2. Do not close or obstruct streets, sidewalks, alleys or passageways without permission from authorities having jurisdiction.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

1.01 PREPARATION:

A. Prepare adjacent areas to prevent injury, movement, or settlement of structures which are to remain.

B. Arrange for and verify termination of utility services to include removing meters and capping lines.

C. Examine the areas and conditions under which the work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

D. Remove items scheduled to be salvaged for Owner, and place in designated storage area.

3.02 DEMOLITION:

A. Remove designated foundations, walls, concrete, utilities, mechanical, lighting, and other structures and dispose of in accordance with rules and regulations. Stockpile ballast, gravel, and other pavement materials when required.

B. Coordinate removal and relocation of power poles, street lighting, telephone lines and site lighting, with the local electric utility and the Owner.

C. Remove existing water services, sanitary sewer, storm drainage pipe, and structures as indicated and as necessary to facilitate new construction.

D. Remove old foundations, cisterns, etc., which may be encountered within the construction area. Storm drains to be abandoned shall have each open end filled with concrete that is vibrated into place until no more concrete will flow into pipe end. A plywood form shall be constructed so that a minimum of 3-ft of head can be placed on the pipe end. Other openings in storm drains to be abandoned shall be filled in a similar fashion. City may camera lines to determine other locations to be filled.

3.03 SELECTIVE STRUCTURAL DEMOLITION

A. General:

1. Prior to the start of demolition, carefully study the drawings and these Specifications.

2. In company with the Owner or the Owner's representative, visit the site and verify the extent of demolition to be performed under this contract.

B. Observe all safety and health precautions as required for removal of hazardous materials when hazardous materials are identified as part of the demolition activity. Refer to specific work requirements associated with hazardous material removal.

C. Protect other components, materials, and landscaping in the vicinity of the demolition to prevent unintentional damage to components and materials that are not to be removed. Provide temporary support of structures that are to remain that are affected by the materials to be demolished and removed.

D. Remove materials as designated on the drawings.

E. Demolished materials that are not to be salvaged for reuse on this project shall be considered the property of the contractor and shall be completely removed from the jobsite and disposed of properly.

F. The contractor shall be responsible for repair of all components, materials, and landscaping damaged as part of the demolition process at no additional cost to the Owner.

G. Existing light pole foundations may be either entirely removed or chipped off at 36-inches below finished grade.

3.04 DEBRIS REMOVAL:

A. Promptly remove demolition debris from site.

B. Obtain permission from applicable regulatory authority for disposal of debris to waste disposal site.

C. Do not store or burn materials on site.

END OF SECTION

SECTION 03 10 00

CONCRETE FORMWORK

PART 1 – GENERAL

1.1 SCOPE

The work includes the furnishing and installing and removing of forms for all cast-in-place concrete work as shown and noted on the plans and specified herein.

1.2 CODES AND STANDARDS

The American Concrete Institute's "Recommended Practice for Concrete Formwork", ACI 347, and the Uniform Building Code, Section 2606, are hereby made a direct part of this specification, and all concrete formwork included in this contract shall conform with the applicable requirements therein except as specified otherwise herein.

1.3 RELATED WORK

A. Section 01 11 00: SUMMARY OF WORK

B. Section 03 20 00: CONCRETE REINFORCEMENT

C. Section 03 30 00: CAST-IN-PLACE CONCRETE

1.4 QUALITY ASSURANCE

A. Design of structures shown on drawings includes no allowance for imposed construction loads. Provide forms, shoring and falsework adequate for dead loads and live loads plus imposed loads during construction.

B. It shall be the Contractor's responsibility to design, construct, and maintain safe forms, shoring, and falsework at all times in accordance with applicable Cal/OSHA regulations.

C. Tolerances of formwork shall comply with ACI 117-latest editions. Failure of finished concrete work to meet specified tolerances shall be remedied at Contractor's expense.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Boards for unexposed concrete, not otherwise scheduled or specified, shall be Douglas Fir, conforming to the "Standard Grading and Dressing Rules No. 16", most current edition, of the West Coast Lumber Inspection Bureau. Boards shall be S4S. Contractor, at his option, may use plywood for forms in lieu of boards. Plywood, if used shall be "B-B Plyform Class I Exterior" grade, conforming to U.S. Products Standard PS 1, 5/8" minimum thickness. Plywood used for exposed concrete shall be a high density overlay type especially manufactured for form work.

B. FORM TIES AND SPREADERS: Standard metal form clamp assembly, of type acting as spreaders and leaving no metal within 2" of concrete face. Inner tie-rod shall be left in concrete when forms are removed. Submit samples and manufacturer's specifications to Engineer for review and approval of Owner before using. Wood spreaders will not be permitted.

C. FORM COATING: Non-grain raising and non-staining type that will not leave residual matter on surface of concrete or adversely affect proper bonding of subsequent application of other material applied to concrete surface. Coatings containing mineral oils or other nondrying ingredients are not permitted.

PART 3 - EXECUTION

3.1 CONSTRUCTION

A. Earth Forms: Construct wood edge strips at each side of trench at top to secure reinforcing and prevent trench from sloughing. Form sides of footings where earth sloughs. Earth forms shall be tamped firm and cleaned of all debris and loose material before depositing concrete.

B. Formwork – General: The engineering and construction of all formwork, shoring and bracing shall be carried out by and under the direction of the Contractor, who shall be responsible for the engineering, construction, maintenance, and safety of all formwork during the entire construction period.

C. The formwork shall be designed for the loads and lateral pressures outlined in Part 3, Section 102, of ACI 347 latest edition.

D. Wood forms shall be constructed of sound material, shall be of the correct shape and dimensions, mortar tight, and of sufficient strength, and so braced and tied together that the movement of men, equipment, materials, or placing and vibrating the concrete will not distort the forms from their design shape under all imposed loads. The form shall be so constructed that they may be easily removed without damage to the concrete. Before concrete is placed in any form, the horizontal and vertical positions of the form shall be carefully verified, and all inaccuracies corrected. All wedging and bracing shall be completed in advance of placing of concrete.

E. Framing and Bracing: Framing bracing, supporting members, and centering shall be of ample size and strength to safely carry, without deflection, all dead and live loads to which forms may be subjected, and shall be spaced sufficiently close to prevent any bulging or sagging of forms. Concrete out of line, level, or plumb will be cause for rejection of the whole work affected.

F. Tolerances: Variation from plumb in lines, surfaces, and arises shall not exceed 1/8" in 10 feet.

G. Chamfered Corners: All exposed corners shall be chamfered ¾", unless shown otherwise on plans. Provide molding in forms for all chamfering required.

H. Form Ties: Form ties shall be of sufficient strength and used in sufficient quantities to prevent spreading of the forms. Ties shall be placed at least 2" away from the finished surface of the concrete.

I. Arrangement: Arrange formwork to allow proper erection sequence and to permit form removal without damage to concrete.

J. Embedded Items: Provisions shall be made for pipes, sleeves, anchors, inserts, reglets, anchor slots, nailers, and other features. No wood other than necessary nailing blocks shall be imbedded in concrete. Complete cooperation shall be extended to suppliers of imbedded items from other trades as required. All imbedded items shall be securely anchored in correct location and alignment prior to placing concrete. All imbedded items shall be subject to Engineer's review, inspection, and approval.

K. Coating of Forms: Thoroughly clean forms and coat with specified form coating before each use. Do not reuse any form for exposed work which cannot be reconditioned to "like new" condition. Apply form coating to all forms before placing reinforcing steel.

L. Inspection: Prior to placing of any concrete, and after placement of reinforcing steel in the forms, Contractor shall notify Owner so that proper inspection may be made. Such notification shall be made at least 24 hours in advance of placing concrete to permit proper arrangements to be made for inspection.

M. Rejection of Defective Work Due to Improper Forms: Any movement or bellying of forms during construction or variations in excess of the tolerances specified will be considered just cause for the removal of such forms and, in addition, the concrete work so affected. Reconstruction of forms and new concrete (including disposal of rejected materials) shall be furnished at no additional cost to the Owner.

3.2 REMOVAL OF FORMS

A. Do not remove forms of shoring until concrete has attained sufficient strength to support its own weight and all imposed construction and permanent loads. Any damage to the Work resulting from early removal of forms or shoring or early imposed loading shall be corrected at no added expense to the Owner.

B. The minimum time for forms and shoring to remain in place for slabs on grade and sides of footings shall be 24 hours.

C. During the period that forms are in place on the concrete work, forms shall be kept wet at all times.

D. Re-use of Forms: Clean and recondition form material before each re-use. Unsatisfactory material shall be rejected and removed from the site.

END OF SECTION

SECTION 03 20 00

CONCRETE REINFORCING

PART 1--GENERAL

1.01 DESCRIPTION

This section specifies reinforcing steel for use in precast and cast-in-place reinforced concrete.

1.02 QUALITY ASSURANCE

A. GENERAL:

Quality assurance and quality control (QA/QC) activities are generally described in specification Sections 01 45 00 and 01 45 29. Additional requirements are described herein and intended to be complementary to these referenced Sections.

B. REFERENCES:

This section contains references to the documents listed below. They are a part of this section as specified and modified. Where a referenced document cites other standards, such standards are included as references under this section as if referenced directly. In the event of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids or Invitation to Bid (or on the effective date of the Agreement if there were no Bids). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, regardless of whether the document has been superseded by a version with a later date, has been discontinued or has been replaced.

Reference	Title
SP-66	Details and Detailing of Concrete Reinforcement (ACI 315)
ASTM A1064 / A1064M	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM A615 / A615M	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

Reference	Title
ASTM A996 / A996M	Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement
ASTM A706/A706M	Standard Specification for Deformed and Plain Low-Alloy Steel Bars for Concrete Reinforcement
ASTM E329	Agencies Engaged in Construction Inspection, Testing, or Special Inspection
AWS D1.4	Structural Welding Code--Reinforcing Steel
CRSIPRB	Placing Reinforcing Bars
CRSIMSP	Manual of Standard Practice
ASTM A853	Steel Wire, Carbon, for General Use
IBC	2013 California Building Code

1.03 SUBMITTALS

A. The following submittals shall be provided as specified in Section 01 33 00:

B. See section 2.08 for product date required.

1.04 REGULATORY REQUIREMENTS, SPECIAL INSPECTION

Conform to requirements in Sections 01 45 00 and 01 45 29.

PART 2--PRODUCTS

2.01 BAR REINFORCEMENT

Reinforcing bars shall be deformed billet steel in conformance with ASTM A615/A615M, including supplementary requirements. Bars shall be Grade 60, except ties or field-bent bars where specified shall be Grade 40. Bars to be welded shall be Grade 40 or shall be deformed billet steel conforming to ASTM A706/A706M. ASTM A616/A616M or ASTM A617/A617M steel shall not be used.

2.02 WIRE FABRIC

Wire fabric shall be welded steel mesh conforming to ASTM A1064/A1064M.

2.03 WIRE AND PLAIN BARS

Wire used as reinforcement and bars used as spiral reinforcement in structures shall be cold drawn steel conforming to ASTM A1064/A1064M.

2.04 TIE WIRE

The wire shall be minimum 16 gage annealed steel conforming to ASTM A853.

2.05 BAR SUPPORTS

Bar supports coming into contact with forms shall be CRSI Class 1 plastic protected or Class 2 stainless steel protected and shall be located in accordance with CRSI MSP and placed in accordance with CRSI PRB. Concrete block supports shall be provided for footing and slabs on grade. Stainless steel or plastic protected plain steel supports shall be provided for other work.

2.06 SPLICING SYSTEMS

A. TWO-PART SPLICER SYSTEMS:

Two part (dowel bar) splicer systems shall include a splicer piece and dowel-in piece. System shall develop at least 125 percent of the yield strength of the reinforcing spliced with documented test results such as ICC Evaluation Report or other. Acceptable products include: Bar-Lock Coupler systems by Dayton/Richmond; threaded rebar by Williams Form Engineering, Co.; or equal.

B. MECHANICAL BAR SPLICES:

Mechanical bar splices are intended to connect reinforcing steel in both tension and compression. Systems shall develop at least 125 percent of the yield strength of the reinforcing spliced with documented test results such as ICC Evaluation Report or other. Acceptable products include: Lenton Tapered Thread Coupler or Cadweld by Erico; Zap Screwlock or Bar-Grip Couplers by Barsplice Products, Inc.; or equal.

2.07 ANTI-SEIZE COMPOUND

Anti-seize compound for protection of threaded parts to be removed in future construction shall be a molybdenum disulfide and graphite combination in an aluminum complex base grease. Compound shall conform to Military Specification MIL-PRF-907E. Verify compatibility with epoxy or galvanized coatings if connected pieces so specified.

Acceptable products include: Jet Lube 550 by Jet Lube, Inc., E-Z Break by LA-CO, or equal.

2.08 PRODUCT DATA

The following product data shall be provided prior to installation in accordance with Section 01 30 00:

1. Certified mill test reports

2. Welder qualification certificate in accordance with AWS D1.4.

PART 3--EXECUTION

3.01 FABRICATION

Reinforcing steel shall not be bent or straightened in a manner which will injure the material. Bars with kinks or with bends not shown shall not be used. Heating or welding bars shall be performed in accordance with AWS D1.4 and shall only be permitted where specified or approved by the Construction Manager. Bars shall not be welded at the bend.

3.02 PLACEMENT

Reinforcing steel shall be placed in accordance with CRSI PRB and CRSI MSP1.

Reinforcing steel shall be positioned accurately and secured against displacement by using annealed iron wire at intersections and shall be supported by concrete or metal chairs, spacers or metal hangers. Tack welding of cross bars is not acceptable. Bars shown on the drawings shall not be repositioned (buried) to act as support bars. Additional bars shall be provided as required for supports. Steel rods and pegs may be used to support reinforcing steel on rock foundations. Reinforcing steel shall be placed in such a manner as to not damage waterproofing membrane or plastic lining which has been previously applied or constructed. Reinforcing steel shall be shop-bent or slightly relocated where necessary to clear waterstop. Reinforcing steel shall not be placed on fresh concrete or forced into fresh concrete.

Supports for embedded items shall not be welded to the reinforcement. Additional reinforcement may be provided for this purpose.

3.03 SPLICING

Reinforcing steel shall be spliced as shown. Additional splices may be provided where approved by the Construction Manager.

In slabs, beams, girders and walls, reinforcing steel shall not be spliced in areas of maximum stress. Splices of adjacent bars shall be staggered at least one splice length, unless otherwise specified. Splices in welded wire fabric shall be at least 1 1/2 meshes wide.

3.04 PROTECTION OF THREADED INSERTS

Threaded steel inserts for two-part splicer systems and other similar applications, which are intended for removal in future construction shall be coated with a non-metallic anti-seize compound prior to installation. Coating and use shall conform strictly to manufacturer's written instructions. Provide sufficient coating thickness on insert piece to coat receiving piece thoroughly and result in visible excess beaded completely around joint. Do not remove beaded excess.

3.05 CLEANING

Reinforcing steel shall be cleaned of mill rust scale, dried concrete, or other coatings that may reduce bond. Reinforcement reduced in section is not acceptable. When concrete placement is delayed, reinforcement shall be cleaned by sandblasting if directed by the Construction Manager.

END OF SECTION

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1 – GENERAL

1.01 DESCRIPTION

This section specifies cast-in-place concrete which consists of furnishing all material, mixing and transporting equipment, and performing all labor for the proportioning, mixing, transporting, placing, consolidating, finishing and curing of concrete in the structure.

1.02 QUALITY ASSURANCE

A. GENERAL:

Quality assurance and quality control (QA/QC) activities are generally described in specification Sections 01 45 00 and 01 45 29. Additional requirements are described herein and intended to be complementary to those referenced Sections.

1.03 WORK INCLUDED:

Concrete required for this work is indicated on the Drawings and includes but is not limited to: Minor concrete work including curb ramps, sidewalks, crosswalks, curbs, valley gutters, streetlamp footings, and miscellaneous structures.

1.04 REFERENCE SPECIFICATIONS

A. All concrete in this section shall conform to the requirements of Section 90-2 "Minor Concrete", 2018 Standard Specifications by the State of California, Department of Transportation except as modified by the supplemental requirements herein, excluding measurement and payment items.

B. Design, detailing and fabrication of reinforcing steel shall conform to ACI 315-74 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" and ACI 318-71 "Building Code Requirements for Reinforced Concrete."

C. Form work and finishing as well as construction methods and miscellaneous materials shall conform to Section 51 "Concrete Structures" of 2018 Standard Specification excluding measurement and payment items.

1.05 SUBMITTALS

The following submittals shall be provided in accordance with Section 01 33 00:

A. A copy of this specification section, with addendum updates included, and all referenced and applicable sections, with addendum updates included, with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations from specification requirements. Check marks (✓) shall denote full compliance with a paragraph as a whole. If deviations from the specifications are indicated, and therefore requested by the CONTRACTOR, each deviation shall be underlined and denoted by a number in the margin to the right of the identified paragraph, referenced to a detailed written explanation of the reasons for requesting the deviation. The ENGINEER shall be the final authority for determining acceptability of requested deviations. The remaining portions of the paragraph not underlined will signify compliance on the part of the CONTRACTOR with the specifications. Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no further consideration.

B. Each proposed mix design showing (a) the expected strength, (b) corresponding slump before and after the introduction of water-reducing and/or super plasticizing admixtures, (c) weights and test results of the ingredients, and (d) other physical properties necessary to review each mix design for conformance with these specifications.

C. Product literature and technical data for aggregates and pozzolan.

D. Product literature, technical data and dosage of all proposed admixtures including, but not limited to air entraining, water reducing and/or retarding admixtures.

E. Formwork layout, products, and design. Placing methods and sequence. Demonstrate general conformance with these specifications, and that mix design, placing methods and formwork all together will result in an acceptable final product for the Owner. Submittal information required in this paragraph includes a description of forming and placing equipment, techniques, and mix design effects.

F. Curing program description in sufficient detail to demonstrate acceptable strength, finish and crack control as specified.

G. Product literature and technical data for waterstops, curing compounds, bonding compounds, surface sealers and hardeners.

H. See Section 2.11 for additional requirements.

1.06 REGULATORY REQUIREMENTS, SPECIAL INSPECTION

Conform to requirements in Sections 01 45 00 and 01 45 29.

PART 2 – PRODUCTS

2.01 CONCRETE

A. Concrete shall comply with Caltrans Minor Concrete Standards with the minimum quantities or within the ranges listed below. Concrete structures shall conform to the provisions of section 51 “Concrete Structures” and section 90 “Portland Cement Concrete” of the Caltrans 2018 standard specifications, these special provisions, and contract drawings.

Concrete shall be air entrained (2% +/-1%).

Location	Minimum psi @ 28 days	Maximum Size Aggregate	Minimum Sacks of Cement/C.Y.	Slump Range
All driveways, Sidewalks, crosswalks, C&G	3,600	3/4	5.7	4-6

B. Additive color to be used in stamped sidewalks and stamped crosswalks only. Integral color to be Mountain Trail. Driveways, ADA Ramps, concrete pavement, and curbs and gutters to have no color added.

C. ADMIXTURES:

The use of admixtures shall be confined to those admixtures listed below. Admixtures shall be batched in strict accord with manufacturer's recommendations.

1. Any stabilizers or retarders added will be at the expense of the Contractor.

2.02 CEMENT

Cement shall be Portland, conforming to ASTM C-150, Type II.

2.03 AGGREGATES

Aggregates shall conform to Caltrans testing and gradations.

2.04 REINFORCING STEEL

Reinforcing steel shall conform to ASTM A615, Grade 40. Reinforcing to be placed in driveways, crosswalks, and concrete paving Alternative #2.

2.05 CHEMICAL BONDING AGENT

Chemical bonding agent shall be of aqueous phase, film forming, non-oxidizing composition.

2.06 GROUTS

A. Non-shrink type (handrails, equipment bases, etc.):

1. Compatible with handrail metal.

2. Premixed, one of the following or an approved equal:

a. "Quick Rok", Preco Chemical Corp., Plainview, N.Y.

b. "Masterflow 713", Master Builders Co., Cleveland, Ohio.

B. Ordinary "Dry Pack":

1. Ratio 1 part Portland cement, 2 parts sand (by weight).

2. Water to produce damp, formable consistency.

PART 3 – EXECUTION

3.01 GENERAL

A. Concrete structures shall conform to the provisions of section 51 “Concrete Structures” and section 90 “Portland Cement Concrete” of the Caltrans 2018 standard specifications, these special provisions, and contract drawings. Measurement and Payment sections are not applicable.

B. Concrete repairs of damaged sidewalks, driveways, curbs, gutters, and other concrete items shall be made to the same line and grade and with concrete of a similar finish, texture, and color to the adjoining concrete.

3.02 REINFORCING STEEL

A. Detail in accordance with ACI 315-74 and ACI 318-71.

3.03 FORM WORK

A. Design and engineering of form work, as well as construction of same is the responsibility of the Contractor.

B. Use 3/4-inch x 3/4-inch chamfers at all sharp edges.

3.04 FINISHES

A. ~~**City will provide Contractor with a boardwalk stamp for use on all sidewalks and crosswalks as indicated on the plans.**~~

B. Provide "ordinary surface finish" as defined in Section 51 of Caltrans Standard Specifications for all formed surfaces not specified otherwise.

C. All exterior concrete shall be sloped so as to drain without puddling, minimum 1/8 inch/foot where not shown. Slab finishes shall be defined as indicated in ACI 301 except that power floating or troweling versus hand finishing will be at the Contractor's option. Where not otherwise noted, flat and sloped surfaces shall be a broomed finish and all slab finishes shall be a fine broom finish.

3.05 BONDING AGENT

A. Prior to application, surfaces shall be cleaned of all dirt, dust, oil, grease, wax, effervescence, and loose base material.

B. After uniform application is allowed to dry until no longer tacky, then pour required concrete material.

3.06 PLACING

Placing of concrete shall be done immediately after mixing. No concrete shall be placed or used after it has begun to set and no re-tempering will be allowed. The method used in placing shall be such that concrete is conveyed to place and deposited without separation of the ingredients. No concrete shall be placed with a free unconfined fall in excess to ten (10) feet for concrete containing a high-range water-reducing admixture (superplasticizer) and five (5) feet for other concrete. Concrete shall not be allowed to cascade through reinforcing steel in such manner as to promote segregation. Do not support runways on reinforcing steel.

END OF SECTION

SECTION 03 48 00

PRE-CAST CONCRETE SPECIALTIES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

B. Prestressed Concrete Institute MNL 117 "Manual for Quality Control for Plants and Production of Architectural Precast Concrete Products" - 3rd Edition, primarily Appendix J.

C. Prestressed Concrete Institute's "Architectural Precast Concrete Design Manual, 2nd Edition".

D. ASTM standards as stated herein.

1.02 SUMMARY

A. This Section includes site pre-cast concrete, complete, as shown and as specified for fence posts and rails.

1.03 REFERENCES

A. ASTM - American Society for Testing and Materials.

B. ACI - American Concrete Institute, Manual of Concrete Practice.

C. STANDARD SPECIFICATIONS:

2018 Standard Specifications of the State of California, Department of Transportation.

1.04 PROJECT/SITE CONDITIONS

A. FIELD MEASUREMENTS:

Verify field measurements and dimensions where required and show on shop drawings.

1.05 QUALITY ASSURANCE

A. QUALIFICATIONS:

Show successful experience in precast concrete work, including not less than 5 years of experience in design, engineering, fabrication, and installation of precast concrete systems similar to the work required for this project.

1.06 SUBMITTALS

A. PRODUCT DATA:

Manufacturer's current catalog cuts and specifications for the following:

B. SHOP DRAWINGS:

Shop and erection drawings, including profiles, finish, edges, color, dimensions, joints, details of inserts, reinforcing and connections to all adjoining work. Drawings requiring licensed civil or structural engineers shall include registered stamp in the State where the project is located.

C. SAMPLES:

One each full-sized piece of each type of pre-cast concrete material including finishes, colors, and joints. Verify desired colors by owner prior to submitting samples.

D. CERTIFICATES:

Three (3) certified copies of concrete mix design for each batch used.

1.07 DELIVERY, STORAGE, AND HANDLING

A. DELIVERY:

Transport and deliver all pre-cast concrete units on pallets, packaged in such a manner so that no damage occurs to the product. Catalog items shall be delivered in their original containers, with seals unbroken and labels intact until their installation. Wrapped or bundled materials shall clearly show their manufacturer's name and trademark.

B. STORAGE:

Cover with non-staining, waterproof paper when necessary to protect them from weather.

C. DAMAGED MATERIALS:

Be responsible for all damage or disfiguration of pre-cast work until Final Acceptance. Remove off site and replace at no additional cost to Owner all damaged or rejected pre-cast materials.

1.08 SEQUENCING AND SCHEDULING

A. COORDINATION:

Coordinate with the work of all other sections to insure the following:

1. All such portions of work as are all or in part imbedded, built-in, attached to, supported by, or covered over by the pre-cast

concrete work are executed in ample time that progress of work is not delayed.

2. Sequence work to avoid cutting or patching pre-cast concrete.

3. Coordinate proper installation of all accessories imbedded in the pre-cast concrete for the provision of holes, openings, etc., necessary to the execution of the work of other trades.

B. Scheduling: Insure that accepted precast concrete units are delivered to the site in ample time so as not to delay the progress of the work.

1.09 WARRANTY

Manufacturer to warrant fabrications to be free from defects due to materials and workmanship for a minimum of five years.

PART 2 – PRODUCTS

2.01 MATERIALS

A. PORTLAND CEMENT:

1. Type: ASTM C150, Type I or II. Use only one brand and type for entire job.

2. Minimum Compressive Strength at 28 Days: 5000 psi.

3. Maximum Absorption Rate:

a. Regular Weight Concrete: Five (5) percent.

b. Lightweight Concrete: Twelve (12) percent.

B. AGGREGATES:

1. Regular Weight Concrete:

ASTM C33, with maximum 3/4 in. size or to maximum 1/5 width of minimum precast section.

2. Lightweight Concrete:

ASTM C330, with maximum 5/8 in. size or to maximum 1/5 width of minimum precast section.

2.02 ACCESSORIES

A. REINFORCEMENTS:

1. Reinforcing Bars: ASTM A615 Grade 40 deformed billet-steel bars, clean and free from rust, scale, or coating that will reduce bond.

2. Welded Wire Fabric: ASTM A185. Leave tags designating wire size and spacing on each roll until ready for use.

B. WATER:

Clean, potable, free from injurious amounts of oils, alkalis, organic materials, and other deleterious materials. As available from Owner. Transport as required.

C. AIR ENTRAINMENT:

ASTM C260

D. MORTAR:

1:6 Portland Cement/sand

E. GROUT:

Portland Cement Grout Mix: 1,800 psi min. compressive strength at 28 days.

Joints up to 1/2 in.: 1:2:1/4 Portland Cement/sand/lime

Joints 1/2 in. or more: 1:3:1/4 Portland Cement/sand/lime

2.03 MIXES

A. PORTLAND CEMENT:

Riverside white cement.

B. AGGREGATE:

Olympia #1 sand, 200 lbs. per sack of cement.

C. COLORING AGENT:

L.M. Scofield Co., No. 1266 Cool Grey, 6 oz. per sack of cement. Confirm colors with owner in submittal.

D. SHOP ASSEMBLY:

Tolerances:

1. Dimensions: + 1/16 in. per 10 ft. or + 1/8 in. per unit, whichever is greater.

2. Thickness: 1/8 in.

PART 3 – EXECUTION

3.01 EXAMINATION

A. EXISTING CONDITIONS:

Examine surfaces to receive pre-cast concrete work. Report to Owners Representative conditions found to be in conflict or detrimental to installation of pre-cast concrete work.

3.02 PREPARATION

A. FIELD MEASUREMENT:

Verify field measurements prior to installation precast work. Do not install precast work where conditions differ from those shown on Drawings or in Specifications.

B. CLEANING:

Remove dirt and setting materials on finish surfaces prior to application of mortar, pre-cast concrete materials or signs.

3.03 INSTALLATION

A. Do not install any precast units that have any defects that exceed the acceptable PCI MNL-117 tolerances for dimensions and color if installation would result in unsatisfactory performance or appearance in the opinion of the Owners Representative.

B. Install precast concrete members plumb, level, and in alignment in accordance with PCI MNL- 117 erection tolerances and the contract documents. Provide temporary supports and bracing as required to maintain position, stability, and alignment as members are being permanently connected.

C. Protect the precast units from discoloration and staining when washing down the surrounding masonry by covering the precast units with plastic sheeting and/or by thoroughly soaking them with clear water to prevent dirty washdown water from being absorbed into them. If dirty washdown water gets on the precast, hose it off immediately with clear water.

D. Patching or repair of damaged precast units is not allowed. Damaged units shall be replaced with new units. when viewed with the unaided eye under good typical day lighting at a 20 foot distance.

E. Sealing: Only exterior stair treads and other units that may come in contact with salt or other deicing compounds must be sealed with a penetrating sealer approved by the Owners representative. The sealer is to be applied in accordance with the sealer manufacturer's instructions

after the units have been installed, cured, patched, and cleaned. Do not apply sealer before installation since it may prevent mortar, joint sealant, and patches from adhering. After application of the sealer the finish must be free of air pockets, pock marks, chipped edges, or honeycomb effects.

3.04 CLEANING

A. After completion of pre-cast concrete installation, clean surfaces of excess or spilled mortar or concrete materials. No acids or prepared cleaners shall be used without the approval of the precast Fabricator.

B. Use mild soap, fiber brushes and clean water. Avoid contamination of adjacent work.

END OF SECTION

SECTION 10 14 53

TRAFFIC SIGNAGE

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Furnishing and installing roadside traffic signage.

B. Install new signs on metal poles, unless otherwise indicated.

C. Preservative treatment for wood posts and bracing.

1.02 RELATED SECTIONS

A. Section 01 33 00 Submittal Procedures

1.03 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. ASTM A36 – Carbon Structural Steel

2. ASTM A53 – Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless

3. ASTM A123 – Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

4. ASTM A153 – Zinc Coating (Hot-Dip) on Iron and Steel Hardware

5. ASTM A167 – Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.

6. ASTM A325 – Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength

7. ASTM A653 – Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process

8. ASTM A1011 – Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength

B. State of California, Department of Transportation (Caltrans)

1. Caltrans – California Manual on Uniform Traffic Control Devices (MUTCD), and Uniform Sign Chart

2. Caltrans – 2018 Standard Specifications and Uniform Sign Chart

C. California Redwood Association:

1. Redwood Inspection Service (RIS) - Grades of California Redwood Lumber

D. Western Wood Products Association (WWPA):

1. Western Lumber Grading Rules

E. West Coast Lumber Inspection Bureau (WCLIB):

1. Standard No. 17 – Grading Rules for West Coast Lumber

F. American Wood Protection Association (AWPA):

1. AWPA Book of Standards

a. AWPA U1 – Use Category System

b. AWPA M4 – Care of Preservative-treated Wood Products

1.04 QUALITY ASSURANCE

A. Comply with Project Quality Program Requirements (see 1.02 above).

B. Manufacturer and Applicator/Installer Qualifications:

1. Manufacturer's Qualifications: Minimum of 5 years' experience in manufacturing of specified materials/products, with record of successful in-service performance.

2. Applicator/Installer Qualifications: Engage applicator/installer with minimum 5 years' experience in installation of materials/products similar in material, design, and to extent indicated for this Project.

a. Installer Certification: Obtain written certification from manufacturer, certifying that installer is approved by, licensed, or certified by manufacturer for installation of specified materials/products or systems.

b. Provide list of minimum 5 projects similar in nature and size to that of this Project, where specified materials/products have been successfully installed/used.

C. Marker Panels: Type N, Type P, and Type R mounted on post with traffic sign are considered to be sign panels.

D. Sign Panels Furnished and Installed by Contractor: Reflectorized on aluminum sheeting material.

1. Conform to Caltrans Uniform Sign Chart for size, shape, color, and legend of each sign.

1.05 SUBMITTALS

A. Refer to Section 01 33 00 Submittal Procedures, for submittal requirements and procedures.

B. Material Safety Data Sheets (MSDS): Manufacturer's Material Safety Data Sheets for each type of material used in Work.

1.06 DEFINITIONS

A. VOC: Volatile Organic Compound, as defined in NCAQMD Rule 101 – Definitions:

1. Any volatile compound of carbon, excluding methane, carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, ammonium carbonate, and exempt compounds.

B. NCAQMD: North Coast Air Quality Management District

1.07 REGULATORY REQUIREMENTS

A. Conform to requirements of Federal, State, and local authorities having jurisdiction.

PART 2 - PRODUCTS

2.01 MATERIAL

A. Metal Posts:

1. Mountings for Traffic Signs: Installed on barriers or railings.

a. Fabricate from minimum 14 gage welded or seamless steel pipe conforming to ASTM A53 Grade B, and structural steel conforming to ASTM A36 or ASTM 1011, Grade 33.

b. Bolted Connections and Anchorages: Conform to provisions in Section 55-1.02D(6) and Caltrans 2018 Standard Specifications, Section 75-1.02.

c. Concrete Anchorage Devices: Conform to requirements in Caltrans 2018 Standard Specifications, Section 75-3.92C.

2. Mounting for Ground-Mounted Traffic Signs: Wide flange metal posts fabricated from structural steel conforming to ASTM A36 or ASTM 1011, Grade 33.

a. Provide bolts, nuts, and washers for breakaway connections at wide flange steel posts conforming to ASTM A325.

3. Galvanize metal parts of traffic sign mountings after fabrication.

a. Apply galvanizing conforming to 2018 Caltrans Standard Specifications, Section 75- 1.02B.

B. Wood Posts and Braces: Posts of nominal four inches by four inches in size, and braces, constructed from of one of following:

1. Construction Heart Grade Redwood, Highway Post Grade Redwood, or Heart Structural Grade Redwood, conforming to RIS - Grades of California Redwood Lumber

2. Light Framing Construction Grade Douglas Fir, free of heart center; or Structural Light Framing No. 2 Grade Hem-Fir, free of heart center conforming to WCLIB Standard No. 17, or WWPA - Western Lumber Grading Rules

C. Sign Panel Fastening Hardware:

1. Frame Assemblies for Multiple Sign Installations: Fabricate of structural steel conforming to ASTM A36, or of aluminum alloy, where indicated.

a. Hot dip galvanized frames fabricated of structural steel after fabrication.

2. Back Braces for Signs: Commercial quality, mild steel, hot dip galvanized after fabrication.

3. Straps and Saddle Brackets: For mounting Sign Panels on electroliers, sign structure posts, and traffic signal standards.

a. Corrosion resistant chromium nickel steel conforming to ASTM A167, Type 302.

b. Theft proof bolts indicated to be stainless steel with chromium content of not less than 17 percent and nickel content of not less than eight percent.

4. Lag Screws, Bolts (except theft proof bolts), Metal Washers, and Nuts: Commercial quality steel, hot dip galvanized after fabrication.

a. Fiber Washers: Commercial quality.

5. Galvanizing: Conform to provisions in 2018 Caltrans Standard Specifications, Section 75-1.02B for iron and steel hardware.

6. Use stainless steel fastenings for wood preservative treated wood; do not use galvanized fastenings.

D. Wood Preservative Treated Materials:

1. Where lumber is indicated or specified to be preservative treated, comply with applicable requirements of AWPA U1 - Use Category System:

a. Pressure treat wood members in contact with ground or fresh water with waterborne preservative to minimum retention of 0.40 lbs./cu. ft.

b. Pressure treat above ground wood members with waterborne preservative to minimum retention of 0.25 lbs./cu. ft.

c. After treatment, kiln-dry lumber to maximum moisture content of 19 percent.

2. Complete fabrication of treated items prior to treatment where possible.

   a. If cut after treatment, coat cut surfaces to comply with AWPA M4.

PART 3 - EXECUTION

3.01 CONSTRUCTION

A. Excavate holes to required depth for bottom of posts, as indicated

B. Place posts in holes excavated in ground.

C. Line between center of top of post and center of post at ground line to be plumb within tolerance not to exceed 0.02 foot in ten feet.

D. Backfill space around wooden posts to finished ground surface with selected earth or sand, free of rocks or other deleterious material.

   1. Place backfill material in layers approximately 0.33 foot thick; moisten each layer and thoroughly compact.

E. Backfill metal posts with Class C Portland cement concrete conforming to provisions in Caltrans Standard Specifications, Section 90 or, at Contractor's option.

   1. Backfill material may consist of Portland cement concrete produced from commercial quality aggregates and cement, containing not less than 470 pounds of cement per cubic yard.

F. Dispose of surplus excavated material as directed by City or its designee.

G. Carefully drill holes for bolts, threaded rods, or expansion anchorage devices in existing concrete by employing methods that will not cause spalling of concrete adjacent to holes.

H. Install traffic signs at locations indicated or where directed by City or its designee conforming to provisions in Section 56 – Signs, of Caltrans Standard Specifications and where indicated.

3.02 SIGN PANEL INSTALLATION

A. Sign Panels: Install in accordance with details shown or as directed by City or its designee.

   1. Chipping or bending of sign panels is considered cause to require replacement.

B. Closure Inserts: Install into openings at edges of adjacent sign panel sections.

   1. Adjacent edges of sign panels are to be in contact for their full length.

   2. Mount overlapping letters and borders at sign panel joints on face of sign with blind, self-plugging type rivets.

C. Sign Panels: Attach to metal and wood posts, electroliers, sign structure posts, and traffic signal standards and mast arms with fastening hardware of types and sizes indicated.

D. Bore pilot holes with bit size equal to base of lag screw thread

   1. Install lag screws by turning lag screw into pilot holes by use of wrench.

E. Furnish sign panels and fastening hardware.

F. Do not remove existing traffic signs until replacement signs have been installed or until existing signs are no longer required for direction of public traffic, unless otherwise directed by City or its designee.

END OF SECTION

SECTION 22 14 00

STORM DRAINS

PART 1 – GENERAL

The work to be done under this section shall include the furnishing of all materials, labor, tools, equipment, and necessary incidentals to install new storm drainpipe complete and in place.

PART 2 – PRODUCTS

2.01 PIPE

Storm drainpipe shall be dual wall corrugated high density polyethylene pipe with smooth interior with integral bell conforming to AASHTO M294, Type S, such as manufactured by ADS, Inc. N-12 ST IB pipe, or equal. Joints shall be "watertight" meeting the requirements of ASTM D3212. Storm drainpipe shall be of the size designated on the Plans. Fittings shall meet the requirements of AASHTO M294.

Pipe shall use an integral bell and spigot joint meeting AASHTO M294. The joint shall be joined water tight. The outside diameter of the integral bell and spigot joint shall not be more than 2 inches greater than the average outside diameter of the pipe barrel.

Contractor shall submit manufacturer's and supplier's certification that pipe and fittings provided comply with these Special Provisions.

Storm drainage inlets (drop inlets) shall be Type GO per Caltrans Standard Plans (Drawing D74B). Drainage inlets maybe either cast-in-place or precast units. Inlet grates shall be Type 24-12 per Caltrans Standard Plans (Drawing D77A).

Junction boxes shall be as specified in Section 03 30 00.

2.02 IMPORT MATERIALS

For any import materials the Contractor proposes to use in the backfill of any excavation, the Contractor shall submit test reports from a certified laboratory demonstrating the proposed material complies with these Special Provisions. Import materials include, stabilization material, bedding material, embedment material, backfill, slurry, concrete, and aggregate base material.

2.03 GEO-TEXTILE

Geo-textile shall be GEOTEX 2X2HF as manufactured by Propex, Marafi 600X as manufactured by TenCate, or equal woven polypropylene fabric grid fabric. Contractor shall submit manufacturer's data sheets for the geo-textile to be used according to Section 31 20 00.

PART 3 – EXECUTION

3.01 GENERAL

The Contractor shall provide all labor, materials, tools, equipment, and necessary incidentals, to install storm drainpipe as indicated on the Plans, described herein or as otherwise required for a complete job.

Before excavation for the installation of any storm drain near where there are buildings possibly connected to the sanitary sewer system, the Contractor shall locate, by "pothole" excavation, all existing sewer service laterals adequately to determine if there is any conflict with the storm drain installation.

Contractor shall bypass all storm water flows around his work. The bypassed flows shall be discharged to the existing storm drainage system. Bypasses shall not overload the capacity of the storm drainage system being used.

3.02 PIPE HANDLING

Care shall be taken during transporting of the pipe to ensure that the pipe is not cut or damaged in any manner. Pipe bowed, deformed, cut, or otherwise damaged during shipping or storage will be rejected.

Pipe stored on the job site shall be covered with canvas or other opaque material to protect it from the sun's rays. Air circulation shall be provided under the covering.

The pipe, especially the inside of the pipe and ends, shall be kept clean at all times, including while stored, during and after laying.

3.03 TRENCH EXCAVATION

The Contractor shall complete all excavation regardless of the type, nature, or condition of the materials encountered.

Existing buildings, power and telephone lines, fences, waterlines, storm drains or other conduits, curbs, sidewalks, and other structures in the vicinity of the work shall be supported and protected from injury by the Contractor during the construction and until the completion of the work. The Contractor shall repair, at his/her expense, any damage to such facilities.

Existing asphaltic pavement shall be saw cut, wheel cut or ground out to the limits shown on the Plans or, where not shown on the Plans to the anticipated limits of the excavation. The asphaltic concrete pavement edges must be saw cut prior to re-paving. Asphaltic concrete must be removed from the Project area.

Contractor shall "pothole" at each end of a section of storm drain that connects with existing storm drains before excavating the trench between ends in order to establish the

alignment for the storm drain to be installed. The alignment shall be approved by the Engineer prior to trenching that section.

The Contractor shall control excavations and stockpiling in a manner to prevent water from entering the excavations.

Contractor shall keep all excavations free of water during construction in accordance with the approved Dewatering Plan.

If the trench width or depth exceeds that shown on the Plans, the additional bedding, embedment and backfill materials required shall be supplied and installed at no additional cost.

Excavated pipe, fittings, manholes, organic debris, and material determined by the Engineer to be unsuitable shall be immediately removed from the Project area.

Where concrete pavement, including street pavement, sidewalks, and pedestrian walkways, are to be removed, it shall be saw cut or removed at existing full-depth joints. All concrete pavement shall be removed from the Project area.

Except where excavated soils will be used for backfill, the Contractor shall remove all excavated material from the Project site.

Disposal of excavated material is the responsibility of the Contractor. The Contractor shall be responsible for all costs associated with disposal of materials produced from excavation. The Contractor shall obtain the required permits for disposal of materials produced during excavation.

3.04 PIPE LAYING

The pipe shall be carefully lowered in the trench to prevent damage. Pipe shall not be dropped or dumped into the trench.

Pipe shall be placed online and grade in accordance with the Plans or as modified by the Engineer. Some deviation in the horizontal alignment may be required to properly connect with junction boxes.

The maximum deviation for storm drainpipe is 0.25 feet for horizontal alignment and 0.02 feet for flow grade.

The pipe shall be placed on an unyielding foundation true to the approved line and grade with uniform bearing under the full length of the pipe with hand excavation (bell holes) at the couplings. In no case shall the pipe be supported by the coupling or bell. Pipe shall be centered in the trench.

The pipe must not be placed in water. The trench must be dewatered as provided **in**

Section 31 23 19, "Dewater Excavations" before placing any bedding material or stabilization material.

Cut pipe as recommended by the pipe manufacturer. Dress cut ends as recommended by the coupling and/or pipe manufacturer.

Pipe, especially the ends, shall be carefully cleaned before the pipe is joined. Whenever work ceases for any reason, the end of the pipe shall be closed with a watertight fitting, plug or cover. The interior of the pipe shall be kept free from dirt, foreign material or debris as the work progresses and the pipe shall be cleaned after completion.

Join pipe in accordance with the manufacturer's recommendations. Lubricant if required or recommended, shall be furnished by the pipe manufacturer, and no substitutes will be permitted.

Where specific items are not covered within these Special Provisions, reference shall be made to the manufacturer's suggested specifications and installation guides.

Pipe shall be connected at manholes and/or junction boxes by either a grouted connection or a precast connector as detailed in the Plans.

3.05 STABILIZATION MATERIAL

Where soft, wet, or spongy conditions are encountered in the trench at the pipe subgrade (or structure base sub-grade), and the soil is determined to be unsuitable by the Engineer as a foundation material, the trench (or structure base) shall be over excavated as directed by the Engineer and Stabilization Material shall be imported and installed.

The geotextile grid fabric shall be placed across the bottom of the excavation and up the sides. No lap or splice is allowed parallel to the pipeline; only transverse laps of at least 12 inches will be permitted. After placement of the geotextile, stabilization material can be placed and compacted.

Stabilization material shall consist of uniformly graded coarse aggregate of which at least 25% by weight shall be crushed particles. The percent composition by weight shall conform to the following grading:

Sieve Size	Percent Passing
3"	100%
¾"	0% - 5%

Stabilization material shall be compacted to a minimum of 90% relative compaction.

Payment for Stabilization Material will be made only if approved by the Engineer prior to installation.

3.06 BACKFILL

The Contractor shall be solely responsible for providing the correct compaction equipment and techniques to achieve the compaction standards. All costs involved with achieving compaction standards shall be the Contractor's responsibility.

Except where designated on the Plans excavated soils may NOT be used as trench backfill. All backfill material shall be 3/4-inch maximum Class 2 Aggregate Base conforming to Section 26 of the Standard Specifications.

Backfill material, above the pipe embedment zone, up to within 24 inches of the finished surface, shall be placed in lifts not to exceed 12 inches and compacted to a relative compaction density as indicated on the Plans, but in no case less than 90%.

Backfill material around structures, such as but not limited to junction boxes, shall be compacted to 95%.

Backfill materials shall be manually or mechanically compacted. Jetting will not be allowed. Care shall be taken not to damage or displace any pipe, manholes or any structure or utility with compacting operation.

Stabilization, bedding, pipe embedment and backfill materials shall be placed and compacted in accordance with the requirements of 31 20 00, "Earth Moving", and as shown on the Plans.

The placement and compaction of embedment material and backfill shall be accomplished in a manner that does not disturb the pipe.

The moving and/or removal of shoring, sheeting, trench boxes or shields or any other means of trench support shall not disturb the pipe location, jointing or its surrounding embedment material. Any voids left in the embedment or backfill material shall be carefully filled and compacted to the requirements of the material surrounding the void.

The removal of shoring shall not disturb the pipe, junction box or other structure or utility or cause the loss of compaction of the bedding, embedment or backfill material. Voids created by removal of shoring shall be filled with material and compacted to the requirements of the adjacent trench backfill.

3.07 BEDDING MATERIAL

Bedding material shall be ¾ inch maximum Class 2 Aggregate Base conforming to Section 26 of the Standard Specifications. Bedding material shall be compacted to a minimum of 90% relative compaction.

3.08 EMBEDMENT MATERIAL

Embedment material (haunch and cover) shall be ¾ inch maximum Class 2 Aggregate Base conforming to Section 26 of the Standard Specifications. Embedment material shall be placed in layers, each layer not to exceed 8 inches and compacted before the placement of the next layer. Embedment material shall be worked under both sides of the pipe in the haunch area to provide uniform support. The embedment material shall be filled to an elevation of 12 inches above the top of the pipe. All materials placed in the pipe embedment zone shall be compacted by hand, light mechanical equipment or other means that will not damage or move the pipe. Embedment material shall be compacted to 90% relative density.

The Contractor's testing agent shall determine if the required compaction standards have been achieved according to the results of compaction testing per California Test 216 or 231. A failing test indicates that the required compaction standards have not been achieved. Trench or other fill areas that fail compaction tests shall be reworked or re-excavated and replaced, if necessary, at no additional cost to the City.

The Contractor's testing agent will make compaction tests when advised by the Contractor that the densities have been achieved. The Contractor shall give the Engineer at least 24 hours' notice that compacted material is ready to be tested. Failure to give adequate notice can result in testing delays which will be the responsibility of the Contractor. The Engineer shall determine the number and location of tests required. Contractor shall, at no cost to the City, make all excavations needed to perform the compaction tests. Excavations for compaction tests shall be backfilled with material similar to that excavated and compacted to the specified density.

It is estimated that approximately one compaction test will be taken for every 100 feet of trench. The quantity of tests does not include those tests that fail to meet the specified relative density. The number of tests may be increased or decreased based on Contractor performance in meeting compaction requirements (high failure rate means more tests; low failure rate means fewer tests).

The Contractor shall not proceed with placement of succeeding lifts of material until the previous lifts have achieved the specified compaction. Failure to comply with this requirement will result in the rejection of all lifts above the failing layer.

The Contractor will bear the cost of all compaction testing.

3.09 GUARANTEE

The Contractor shall guarantee his work against settlement for a period of one year after filing the Notice of Completion. The Contractor shall repair, at his expense, any settlement within that time. Settlement will be deemed to have occurred if:

1. City streets or concrete walkways: a depression of 0.05 foot below the lower edge of a 12-foot straight edge.
2. Unpaved areas: a depression of 1½ inches below the average of the sides of the uncut area.
3. Any settlement that causes drainage problems, such as ponding of water, or concentrates flowing water resulting in soil erosion.

3.10 CLEANING

The pipe shall be kept clean at all times. After backfill has been placed and junction boxes installed, the pipe (whether new or existing), junction boxes (whether new or existing), drainage inlets (whether new or existing), and all other components of the storm drain system shall be cleaned of any accumulated debris. No debris of any type shall be allowed to remain in the finished installation. Debris cleaned from the line shall be removed at each manhole, drainage inlet, or junction box. Debris shall be removed from the job site. Use of cleaning pig is required.

All existing storm drains that will remain in service at end of project shall be cleaned by mandrel or cleaning pig of an appropriate diameter within 60 days of notice to proceed.

3.11 INSPECTION

After initial cleaning of existing storm drains to remain, the City may preform inspections and make additional repair recommendations and requests.

After completion of the storm drainpipe, including junction boxes and the placement of backfill the storm drain pipe may be television inspected by the City. Any defects in the pipe, debris encountered, leaks observed, open joints, excessive deflection (5% of the average inside diameter), or any other defects in material or workmanship shall be corrected by the Contractor.

Where infiltration is observed, the Contractor shall make the necessary repairs to eliminate any visible infiltration. All visible leakages shall be repaired regardless of test results. Repairs shall be made at no cost to the City.

Any cracks, open joints or other defects shall be repaired by the Contractor at no cost to the City, even if no infiltration is observed.

For one year after Project completion, the City may, at its expense, conduct such additional inspections and tests it deems necessary, such as television inspection and mandrel deflection test. If any defect is observed, including but not limited to cracks, leaks, offset or separated joints or excessive deflection, the Contractor shall, at his/her expense, make the necessary repair(s) to correct the defect(s). (Excessive deflection is that exceeding 5% of the average inside diameter of the pipe.) The corrective work shall be commenced within 30 days of notification of the test results. The methods of correction shall be subject to the City's review and approval.

END OF SECTION

SECTION 31 10 00

SITE CLEARING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Section includes provisions for clearing and grubbing as herein defined.

B. Division 00 Contracting Requirements and Division 01 General Requirements apply to the Work of this Section.

1.02 DEFINITIONS

A. “Clearing” means the picking up, removal, and disposal of above ground rubbish, debris, vegetation, trees, pavement markings, and structures not otherwise designated for demolition or preservation.

B. “Grubbing” means the dislodging, removal, and disposal of below ground rubbish, debris, vegetation, tree root balls, rocks or similar elements, pre-existing facilities, and structures not otherwise designated for preservation.

C. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.

D. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.

E. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 2 inches in diameter; and free of weeds, roots, toxic materials, or other nonsoil materials.

F. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.

G. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated according to requirements in Section 015639 "Temporary Tree and Plant Protection."

H. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.03 MATERIAL OWNERSHIP

A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.04 SUBMITTALS

A. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.05 INFORMATIONAL SUBMITTALS

A. Submit under the provisions of Section 01 33 00 Submittal Procedures.

B. Existing Conditions: Documentation of existing trees, plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.

1. Use sufficiently detailed photographs or videotape.

2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

C. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.06 REFERENCES

A. Published specifications, standards, tests, or recommended methods of trade, industry, or governmental organizations apply to work of this section where cited by abbreviations noted below:

1. California Building Code (CBC), latest edition.

1.07 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.

2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.

B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.

1. Do not proceed with work on adjoining property until directed by Owner's Representative.

2. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.

C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.

D. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.

E. Tree- and Plant-Protection Zones: Protect according to requirements in Section 015639 "Temporary Tree and Plant Protection."

1.08 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding.

B. Notify warrantor on completion of selective demolition and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.09 PRESERVATION OF PROPERTY

Where construction is to be performed in the vicinity of trees and shrubbery, the work shall be carried on in a manner which will cause minimum damage. Trees which are to be removed will be designated by the Engineer. Under no circumstances are additional trees to be removed without written permission from the Engineer. Trees removed are the property of the property owner. Contractor shall follow the direction of the Engineer for stockpiling of cut trees or removal from the site. Trees and shrubbery that are not to be removed shall be protected from injury or damage resulting from the Contractor's operations. It shall be the responsibility of the Contractor to alert his men, his suppliers, and all sub- contractors of the intent of these Specifications pertaining to the protection of vegetation. During the execution of his work, the Contractor shall use the same care and protection of all vegetation within his work area.

A. In areas where trees or shrubs may be damaged by construction equipment, the Contractor shall provide protective fencing, padding on tree trunks, tie-back branches or take other necessary actions to prevent damage to the trees, shrubs, or other vegetation. Damage to trees and shrubs shall include, but will not be limited to:

1. Bark damage to trees
2. Breakage of branches on trees or shrubs
3. Breaking or tearing of roots
4. Spilling toxic materials near the root zones
5. Spraying toxic materials on foliage
6. Fire damage to foliage and branches
7. Compaction of root areas under the drip line or damage by fill or storage of materials over the root zone
8. Foot or vehicular damage on low shrubs and groundcover

B. All damage shall be immediately reported to the Engineer who will file a report so that penalties may be determined.

A sum of $50.00 per inch of diameter will be deducted from the monies due the Contractor for all trees that are removed which are not designated to be removed, or which do not have the written authorization of the Engineer for removal. The penalty is also applicable to trees damaged to the extent that such damage will, in the Engineer's opinion, cause the tree to die.

Contractor shall exercise caution when working near trees not designated to be removed, so that the trees will not be damaged. No root greater than 1 inch in diameter shall be cut unless it is necessary to do so during construction to reach the specified subgrade elevation.

PART 2 - PRODUCTS

2.01 GENERAL

A. Areas within limits of work shall be cleared of all materials listed in the definition of “clearing” hereinafter.

B. Retain existing topsoil for backfilling and landscaping upon completion, when determined to be acceptable.

2.02 CLEARING

A. Perform clearing operations in advance of excavating, filling, and grading, unless otherwise directed.

1. Remove above ground organic matter such as trees, brush, logs, stumps, rubbish, and debris and dispose of as specified hereinafter.

2.03 GRUBBING

A. Remove piping, foundations, and other underground objects.

B. Protect underground facilities encountered during grubbing operations, until it has been determined whether they are active or inactive. Repair damage occurring to active facilities which are to remain.

1. Remove inactive or abandoned underground utility pipes or ducts with tops located within 2 feet of the natural grade elevation.

2. Inactive or abandoned underground utility pipes or ducts with tops located more than 2 feet from the natural grade elevation may be abandoned in place, when agreed by the CM following verification and location in coordination with the new structures and facilities. Plug open pipe ends in manholes, valve pits, drainage structures, and similar items with 6 inches of concrete. Fill pits with excess local fill or as otherwise directed. Those that may be abandoned in place shall be shown as abandoned on “Record Drawings”.

C. Grub to 2 feet below natural or finish grade elevation, whichever is lower, or as otherwise specified.

1. Remove roots, wood, buried logs, and other unwanted organic material 1½ inches in diameter, or greater.

2. Remove natural rock material 6 inches in diameter, or greater.

3. Remove root masses (balls) of trees and stumps to a depth of 4 feet below the natural or finish grade elevation, whichever is lower.

D. Remove bituminous pavement, concrete pavement, concrete slabs, curbs, columns, foundations, and walls within the designated limits and as specified hereinafter, neatly trim remaining portions. Saw cut pavement to provide a uniform, straight edge when retained.

E. Prior to grading operation, the site should be cleared of any debris and disposed of offsite. Stripping should extend laterally a minimum of 5 feet beyond the limits of structures and a minimum of 2 feet beyond paving.

2.04 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."

1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

2.05 DISPOSAL

A. Items cleared, grubbed, or removed that are not to be salvaged or reused in the work shall be legally disposed of off the site.

PART 3 - EXECUTION

3.01 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed according to requirements in Section 015639 "Temporary Tree and Plant Protection."

C. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to CM.

D. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

E. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

F. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.02 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion and sedimentation control Drawings and requirements of authorities having jurisdiction. Refer to Division 1 specifications for permit requirements.

B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

C. Inspect, maintain, and repair erosion and sedimentation control measures during construction until permanent vegetation has been established.

D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.03 TREE AND PLANT PROTECTION

A. Protect trees and plants remaining on-site according to requirements in Section 015639 "Temporary Tree and Plant Protection."

B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations according to requirements in Section 015639 "Temporary Tree and Plant Protection."

C. Trees and plants outside of the work area, but not indicated to be protected, shall have their driplines remain clear of all construction activities including excavated soil materials and construction equipment staging.

3.04 EXISTING UTILITIES

A. Arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing.

1. Verify that utilities have been disconnected and capped before proceeding with site clearing.

B. GC/CM will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.

C. Locate, identify, disconnect, and seal or cap utilities indicated to be removed.

1. Arrange with utility companies to shut off indicated utilities.

2. GC/CM will arrange to shut off indicated utilities when requested by Contractor.

D. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify GC/CM not less than two days in advance of proposed utility interruptions.

E. Excavate for and remove underground utilities indicated to be removed.

F. Removal of underground utilities is included in Division 2 Sections covering site utilities.

1. Owner will arrange to shut off indicated utilities when requested by Contractor.

G. Locate, identify, and disconnect utilities indicated to be abandoned in place.

H. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Owner's Representative not less than two days in advance of proposed utility interruptions.

2. Do not proceed with utility interruptions without Owner's Representative's written permission.

I. Removal of underground utilities is included in earthwork sections; in applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security, and utilities sections; and in Section 024116 "Structure Demolition" and Section 024119 "Selective Demolition."

3.05 HANDLING EXISTING STOCKPILED MATERIALS

A. There are currently 400 cubic yards of trench earth spoils stockpiled materials located within the improvement area. These materials shall be relocated to City owned lot located between Front Street and 2nd Street east of C Street. Select volumes of this material may be proposed to be used as fill material if shown to be clean and compactable as fill. Approval from the Owner is required before placement. THIS MATERIAL MAY NOT BE USED AS PLANTING BERM MATERIAL.

3.06 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation not designated for protection to permit installation of new construction.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.

2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.

3. Grind stumps and remove roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.

4. Use only hand methods for grubbing within tree protection zone.

5. Chip removed tree branches and stockpile in areas approved by Owner's Representative.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground.

3.07 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.

1. Remove subsoil and non-soil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.

C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

1. Limit height of topsoil stockpiles to 72 inches.

2. Do not stockpile topsoil within tree protection zones.

3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity required for reuse.

4. Stockpile remaining topsoil to allow for respreading.

3.08 SITE IMPROVEMENTS

A. Remove existing above and below grade improvements as indicated and necessary to facilitate new construction.

B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

1. Unless existing full-depth joints coincide with line of demolition, neatly saw cut along the line of existing pavement to remain before removing adjacent existing pavement. Saw cut faces vertically.

2. Paint cut ends of steel reinforcement in concrete to remain with two coats of anti-rust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.09 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off property.

B. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

3.10 RESEEDING

A. All disturbed areas as shall be fertilized, seeded, and mulched back to that area where undisturbed material exists. Fertilizing and seeding shall be as follows:

1. Fertilizer, seed mix, and mulch shall be subject to the approval of the Engineer and as noted on the plan set.

END OF SECTION

SECTION 31 20 00

EARTH MOVING

PART 1 - GENERAL

1.01 SUMMARY

A. Volume 1 - Contracting Requirements, and Division - 01 General Requirements apply to the Work of this Section.

1.02 SECTION REQUIREMENTS

A. Geotechnical Report: There is no Geotechnical Report for this project. When necessary, consult with the Engineer for approval of materials and methods related to earth moving.

B. The Contractor shall consult with the Engineer to confirm existing soil conditions on the project site, make final recommendations for earthwork related to the project design and to make recommendations regarding imported materials, unforeseen conditions, backfilling and compaction. The Contractor shall also employ a qualified, independent testing agency to classify proposed on-site and borrow soils to verify that soils comply with specified requirements and to perform required field and laboratory testing.

C. Before commencing off-site earthwork, meet with representatives of the City, the State, appropriate Contractor team members, the Engineer, independent testing agency, and other concerned entities. Before commencing on-site earthwork, meet with appropriate Contractor team members, the Engineer, independent testing agency, and other concerned entities. In both cases, review earthwork procedures and responsibilities including testing and inspection procedures and requirements.

D. The Contractor shall locate all underground features, which are required to remain, sufficiently in advance of the demolition or earthwork operations to preclude damage to same. The Contractor shall contact Underground Service Alert 48 hours before work is to begin.

1.03 REFERENCES

A. California Department of Transportation

1. CTM 111, Method of Tests for Developing Density and Moisture Calibration Tables for Nuclear Gages

2. CTM 202, Method of Test for Sieve Analysis of Fine and Coarse Aggregates

3. CTM 216, Method of Test for Relative Compaction of Untreated and Treated Soils and Aggregates

4. CTM 231, Method of Test for Relative Compaction of Untreated and Treated Soils and Aggregates Using Nuclear Gages

5. Section 19 of the Caltrans 2018 Standard Specifications (or latest edition)

1.04 ACTION SUBMITTALS

A. No action submittals are necessary.

1.05 INFORMATIONAL SUBMITTALS

A. Submit under provisions for Section 01 33 00 Submittal Procedures.

B. Product Data for Geotextiles.

C. Qualification Data: For qualified testing agency.

D. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:

1. Laboratory compaction curve according to CTM 216.

E. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Backfill and Fill: Satisfactory soil materials as determined by the Engineer.

B. Sub-base Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; CTM 202; with at least 90% passing a 1-1/2 inch sieve and not more than 12% passing a No. 200 sieve.

C. Drainage Course: Narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; CTM 202; with 100% passing a 1-1/2 inch sieve and 0 to 5% passing a No. 8 sieve, or as specified by manufacturer.

PART 3 - EXECUTION

3.01 EARTHWORK

A. Protect and maintain erosion and sedimentation controls during earthwork operations.

B. Protect sub-grades and foundation soils from softening and damage by water, freezing temperatures, or frost.

C. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

D. Excavation (General): Shall be to the contours and dimensions required. Keep excavations free from water and debris while construction is in progress. Unless otherwise required, concrete placed below grade will be formed, and excavations shall allow for placement and removal of forms. Side cuts shall be cribbed and shored as

required to protect the stability of adjacent streets to the recommendations of the Engineer, the City Engineering Manual, and the California Department of Transportation Standard Specifications.

E. Excavation for Structures: Shall be to a tolerance of plus or minus 0.10 foot and shall extend at least five feet laterally beyond the building limits at the excavation level. The excavation side slopes shall not exceed a slope ratio of 1 to 1, horizontal to vertical, unless they are positively retained by shoring or other approved methods.

F. Excavate for structures, building slabs, pavements, and walkways. Trim sub-grades to required lines and grades.

G. Utility Trenches: Excavate trenches to indicate slopes, lines, depths, and invert elevations. Maintain 12 inches of working clearance on each side of pipe or conduit unless otherwise noted on the Plans.

H. Under pavements and walkways, place sub-base course material on prepared sub-grades and compact at optimum moisture content to required grades, lines, cross sections, and thicknesses.

I. Under slabs on grade, place drainage course on prepared sub-grade and compact to required cross section and thickness per Structural Engineer recommendation(s).

3.02 EXCAVATION FOR PAVEMENTS

A. Cutting Pavement, Curbs, and Gutters: Saw cut with neat, parallel, straight lines one foot wider than trench width on each side of trenches and one foot beyond each edge of pits. If an existing pavement joint or cracked area is within two feet outside of a designated saw cut line shown on the drawings, removal and resurfacing shall be to that joint, and/or shall include the crack or cracked area, unless otherwise approved by the State.

3.03 SUBGRADE INSPECTIONS

A. Notify the Engineer, the State, and the City’s Inspection Representative when excavations have reached required sub-grade.

B. If the Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or material as directed.

3.04 BACKFILL

A. Place and compact backfill in excavations promptly.

B. Place backfill on sub-grades free of mud, frost, snow or ice.

3.05 COMPACTION

A. Relative compaction specifications apply to material whether in an excavation or an embankment. The moisture content of material to be compacted to at least 95 percent must be such that the specified relative compaction is attained and the embankment is in

a firm and stable condition. Do not compact material that contains excessive moisture until the material is dry enough.

B. Compact earthwork to a relative compaction of at least 95 percent for at least a depth of:

1. 0.5 foot below the grading plane for the width between the outer edges of shoulders

2. 2.5 feet below the finished grade for the width of the traveled way plus 3 feet on each side

Except for the outer 5 feet measured horizontally from the embankment side slope, compact the full width and depth of the embankment within 150 feet of each bridge abutment to at least 95 percent relative compaction. The 150-foot limit is measured horizontally from the bridge abutment and either parallel or concentric with the roadway centerline.

C. Compact earthwork to a relative compaction of at least 95 percent for embankments under retaining wall footings without pile foundations:

1. For the full depth of the embankment

2. Within the limits established by inclined planes sloping 1.5:1 (horizontal: vertical) out and down from lines 1 foot outside the bottom edges of the footing

D. Compact earthwork to a relative compaction of at least 90 percent in embankment areas not required to be compacted to 95 percent.

E. Compacted layers shall be no greater than 6 inches per lift nor less than 3 inches per lift.

3.06 FIELD QUALITY CONTROL

A. Testing Agency Services: Contractor's testing agency shall inspect and test each sub-grade and each fill or backfill layer. Earthwork shall not proceed until test results for previously completed work verify compliance with requirements.

B. Perform field in-place density tests according to CTM 216.

a. Field in-place density tests may also be performed by the nuclear method according to CTM 231, provided that calibration curves are periodically checked and adjusted to correlate to tests performed using CTM 216. Calibration tests using CTM 216 should be performed at a ratio of one for every 6 nuclear method tests. With each density calibration check, check the calibration curves furnished with the moisture gages according to CTM 111.

b. When field in-place density tests are performed using nuclear methods, make calibration checks of both density and moisture gages at beginning of work, on each different type of material encountered, and at intervals as directed by the Engineer.

2. Footing Sub-grade: At footing sub-grades, perform at least one test of each soil stratum to verify design bearing capacities. Subsequent verification and approval of

other footing sub-grades may be based on a visual comparison of each sub-grade with related tested strata when acceptable to the Engineer.

3. Paved and Building Slab Areas: At sub-grade and at each compacted fill and backfill layer, perform at least one field in-place density test for every 2,000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests. Contractor will proof roll sub-grade with 50-ton pneumatic tired roller to detect soft spots at the direction of the State.

4. Trench Backfill: In each compacted initial and final backfill layer, perform at least one field in-place density test for each 150 feet or less of trench, but no fewer than two tests.

END OF SECTION

SECTION 31 22 00

GRADING

PART 1 – GENERAL 1.01 WORK INCLUDED

A. Rough and finish grading of site.

B. Dust alleviation and control.

C. Cleanup and disposal of excess material.

D. Provision of all material, equipment, and apparatus not specifically mentioned herein or noted on the plans, but which are obviously necessary to complete the work specified.

E. The Contractor shall be familiar with the soil conditions on the site, whether covered in the Soils Report or not, and shall thoroughly understand all recommendations associated with the grading.

F. The Contractor shall obtain a permit from the State Department of Industrial Relations, Division of Safety and Health (DOSH) for trenches or excavations five feet (5') deep or deeper. The Contractor shall submit a copy of the permit to the Engineer prior to initiating any work requiring such permit.

G. The Contractor shall comply with erosion control measures to prevent run-off of sediment and other unsuitable materials to the storm drain system.

1.02 RELATED REQUIREMENTS

Section 31 23 33 Trench and Backfill

1.03 REFERENCE STANDARDS

A. State Specifications.

B. American Society for Testing and Materials (ASTM).

1.04 QUALITY ASSURANCE

A. All work under this section will be subject to the inspection and approval of both the Engineer and an approved geotechnical engineer registered in California. Compaction testing either shall be performed by the geotechnical engineer or by a City approved independent testing laboratory under the supervision of a California registered geotechnical engineer.

B. The geotechnical engineer shall make enough visits to the site to insure ongoing familiarity with the progress and quality of the work. The geotechnical engineer shall make a sufficient number of field observations and tests to allow the forming of an opinion regarding the adequacy of the site preparation, the acceptability of the native or import fill material, and the extent to which the degree of compaction meets the specification requirements and the project needs.

C. Any fill where the site preparation, type of material, or compaction is not approved by the geotechnical engineer shall be removed and/or recompacted until the requirements are satisfied and approved by said geotechnical engineer. As required, fill material shall be tested for pollutants and certified for suitability by the geotechnical engineer.

D. On City-funded Projects, services of the geotechnical engineer and/or testing laboratory shall be retained by and paid for by the City. On all other projects, the geotechnical engineer and/or testing laboratory shall be retained by and paid for by the developer. For City-funded Projects, testing will be paid for by the City; however, testing or retesting caused by unsatisfactory contract operations shall be paid for by the Contractor.

E. The geotechnical engineer shall provide quality assurance reports as required and accepted by the Engineer.

F. Finish surface of the site shall not vary more than one tenth of a foot (0.10') from that called for on the plans or detail drawings.

G. Percentage of compaction specified shall be the minimum acceptable. Unless otherwise specified, 90% will be the minimum acceptable. The percentage represents the ratio of the dry density of the compacted material to the maximum dry density of the material, as determined by the procedure set forth in ASTM Designation D 1557.

1.05 MEASUREMENT AND PAYMENT

A. Except as otherwise provided, site grading shall be paid for in accordance with Sections 19, "Earthwork," of the State Specifications. Earthwork/site grading shall be paid for as bid, either in a lump sum or based on cubic yardage measured in place by the approved surveying methods.

B. Contractors intending to use City water shall make arrangements with the City's Finance Department for metered connections and shall pay for all water at City rates, plus the required meter deposit.

1.06 SOILS REPORT

A soil investigation report may have been prepared for the project. Unless otherwise specified, it is intended that all earthworks be performed in accordance with the provisions of the report.

1.07 SOILS BORINGS

Subsurface soil investigations may have been made at the site and if so, logs of the test holes are available with the Soils Report. Such investigations have been made for the purposes of design only and neither the Engineer nor the geotechnical engineer guarantee adequacy or accuracy of the data, or that data are representative of all conditions to be encountered. Such information is made available for general information only and shall not relieve the Contractor of the responsibility for making his own investigations.

1.08 PROJECT CONDITIONS

A. Protect excavations by shoring, bracing, sheeting, underpinning, or other methods as required, to prevent cave-ins or loose dirt from entering excavations. Barricade open excavations and post warning lights at work adjacent to public streets and walks.

B. Underpin adjacent structure(s), including utility service lines, which may be damaged by excavation operations.

C. Promptly repair damage to adjacent facilities caused by earthwork operations. Cost of repair shall be at the Contractor's expense.

D. Promptly notify the Engineer of unexpected subsurface conditions.

1.09 EXISTING CONDITIONS

If a topographic survey of the property has been included in the drawings, it is for reference only. Upon beginning the earthwork, the Contractor represents that he has inspected the site and has satisfied himself as to actual grades and levels and the true conditions under which the work is to be performed.

PART 2 – PRODUCTS

2.01 REQUIREMENTS FOR GENERAL ENGINEERED FILL

All fill material shall be approved by the Engineer. All work shall conform with the applicable requirements of Section 19, "Earthwork," of the State Specifications.

PART 3 – EXECUTION

3.01 PREPARATION

A. Verify existing subgrades as shown on the drawings. Designate and identify datum elevation and project engineering reference points. Set required lines, levels, and elevations.

B. Do not cover or enclose work before obtaining required inspections, tests, approvals, and location recording.

3.02 EXISTING UTILITIES

A. Before starting grading and excavation, establish the location and extent of underground utilities in the work area. Exercise care to protect existing utilities during earthwork operations. Perform excavation work near utilities by hand and provide necessary shoring, sheeting, and supports as the work progresses.

B. The existing utility lines to remain passing through the work area shall be maintained, protected, relocated, or extended as required.

C. Protect active utility services uncovered by excavation.

D. Remove abandoned utility service lines from areas of excavation. Cap, plug, or seal abandoned lines and identify termination points at grade level with markers.

E. Accurately locate and record, abandoned and active, utility lines rerouted or extended on project record documents.

3.03 SITE GRADING

A. Perform grading within contract limits, including adjacent transition areas, to new elevations, levels, profiles, and contours indicated. Provide uniform levels and slopes between new elevations and existing grades.

B. Grade surfaces to assure areas drain away from structures and to prevent ponding and pockets of surface drainage. Provide subgrade surfaces free from irregular surface changes and as follows:

1. Rough Grading: Plus or minus one tenth of a foot (0.10') subgrade tolerance. Finish required will be that ordinarily obtained from either blade grader or scraper operations.

2. Subgrade: Provide subgrade surface free of exposed boulders or stones exceeding four inches (4") in greatest dimension in paved areas; two inches (2") in planting areas; one inch (1") in lawn areas.

3. Paved Areas: Shape surface of subgrade areas to line, grade, and cross section indicated. Provide compacted subgrade suitable to receive paving base materials. Subgrade tolerance plus zero inches (+0"), minus one-half inch (-1/2").

4. Granular Base: Grade subgrade surface smooth and even, free of voids to the required subgrade elevation. Provide compacted subgrade suitable to receive granular base materials. Tolerance one-half inch (1/2") in ten feet (10').

5. Drainage Swales: Grade to profiles indicated.

3.04 EXCAVATING

A. Excavate to elevations and dimensions shown. Remove loose, soft materials, and all organic matter. Existing concrete walks shall bear on approved undisturbed bearing soil.

B. Earth excavation shall include the satisfactory removal and disposal of all materials encountered, regardless of the nature of the materials, the condition of the materials at the time they are excavated, or the manner in which they were excavated, except materials classified as rock excavation.

C. Excavate unsatisfactory soil materials extending below required elevations to depth as directed. Such extra excavation will be paid for as a change in work. Obtain Engineer's written authorization before performing extra excavation work.

D. Shore, sheet, or brace excavations as required to maintain securely. Remove shoring and bracing as backfilling progresses when banks are safe against caving.

E. Do not excavate footings or slabs to the full depth when freezing temperature may be expected unless footings or slabs are placed immediately after the excavation has been completed. Protect excavation bottoms from freezing when the placing of concrete is delayed.

3.05 DRAINAGE

A. Provide necessary pumps and drainage lines and maintain excavations, including footings and pits, free from water during excavating and subsequent work operations.

B. Provide drainage of the working area at all times.

3.06 FILLING, BACKFILLING, AND COMPACTING

A. All work shall conform to applicable requirements of Section 19, "Earthwork," of the State Specifications.

B. Obtain Engineer's inspection and approval of subgrade surfaces prior to filling operations. Scarify, dry, and compact soft and wet areas; remove and replace unsuitable subgrade materials with an approved compacted fill material. Take correct measures before placing fill materials.

3.07 TESTING

A. Testing and inspection shall be performed by a qualified independent testing laboratory, under the supervision of a registered professional engineer specializing in geotechnical engineering.

B. The City or the Developer shall provide and pay for testing and inspection during earthwork operations, except as noted in the Special Provisions of these specifications.

3.08 FIELD QUALITY CONTROL

A. Provide field quality control soils testing and inspection during earthwork operations.

B. Contractor shall provide adequate notice, cooperate with, provide access to the work, obtain samples, and assist testing agency and their representatives in execution of their function.

C. Test proposed fill materials to verify suitability for use, gradation of material, moisture-density relation, design bearing value, and percent of organic materials.

D. When, during progress of work, field tests indicate that installed compacted materials do not meet specified requirements, provide additional compaction until specified density is achieved, or remove and replace defective materials with new materials as directed by the Engineer. Cost of additional labor, materials, and testing to attain specified density shall be at the Contractor's expense.

3.09 PROTECTION

A. Furnish, place, and maintain all supports, shoring, and sheet piling which may be required for the sides of the excavation or for protection of adjacent existing improvements.

B. Maintain all benchmarks, monuments, and other reference points. If disturbed or destroyed, replace as directed.

3.10 DISPOSAL OF WASTE MATERIAL Stockpile, haul from site, and legally dispose of waste materials, including excess excavated materials, rock, trash, and debris.

3.11 MAINTENANCE

A. Protect graded areas from traffic and erosion. Keep free of trash and debris. Repair and reestablish grades in settled, eroded, and damaged areas.

B. Where completed areas are disturbed by construction operations or adverse weather, scarify, reshape, and compact to required density.

END OF SECTION

SECTION 31 23 17
SHEETING, SHORING & BRACING

PART 1 – GENERAL

1.1 DESCRIPTION

This section specifies requirements for sheeting, shoring, and bracing of trenches and excavations greater than 5 feet in depth. The Contractor shall select the means and methods for providing support of the excavations in accordance with safety requirements, plans, and these specifications.

1.2 RELATED SECTIONS

Section 31 22 13: EARTHWORK

1.3 REFERENCES

This section references the following documents. They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

Reference	Title
Cal/OSHA	State of California Construction Safety Orders California Labor Code

1.4 DESIGN REQUIREMENTS

A. The Contractor shall design sheeting, shoring, and bracing in accordance with Article 6 of Cal/OSHA and the California State Labor Code. The standards of design referred to in the Labor Code shall be those of Cal/OSHA. The shoring procedure designed by the Contractor shall be suitable for the site subsurface conditions and project operation constraints.
B. The design, planning, installation, and removal of all sheeting, shoring, lagging, and bracing shall be accomplished in such a manner as to maintain the required excavation or trench section and to maintain the undisturbed state of the soils below and adjacent to the excavation.

1.5 SUBMITTALS

A. Submittals shall conform to 00 72 13 General Conditions, Article 6 Contractor's Responsibilities Section 6.7 Submittals and 6.8 Shop Drawing and Sample Submittal Procedures. Three hard copies or a pdf electronic file of detailed shop drawings of field work and detailed design calculations shall be submitted to the Engineer for review for all sheeting, shoring, and bracing. Drawings or sketches shall contain sufficient details to clearly define work to be accomplished. Submitted drawings and calculations shall be stamped and signed by a California licensed Structural or Civil Engineer. Fabrication or

erection shall not be commenced prior to review and approval of shop drawings or sketches.

B. An electronic submittal will be accepted in only the following format.
   1. The file shall be in pdf format.
   2. Each project submittal shall be a separate file.
   3. Each file shall be labeled in the following sequence:
      a. Owner Name/Project Name
      b. Submittal No.
      c. Description

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL

A. The design, planning, installation, and removal, if required, of sheeting, shoring, sheet piling, lagging, and bracing shall be accomplished in such a manner as to maintain the required excavation and to maintain the undisturbed state of soil adjacent to, above, or below the trench or excavation.

B. Contractor shall provide support of existing structures where shown, specified, and at all other locations where excavation side slopes are greater than 1½ :1 or where excavation infringes upon a 1½ :1 slope extending from the bottom of the footing or adjacent structure being protected.

C. Stockpiling of excavated materials is not allowed within 40 feet of any installed shoring. The area around installed shoring shall be graded to prevent surface runoff from entering shored excavations.

D. Horizontal deflection of the shoring system into the excavation shall be limited to one inch. If the deflection exceeds one inch, the Contractor shall stop the excavation and take immediate corrective actions to prevent further inward movements.

E. Excavations shall be so braced and supported in accordance with the recommendations of a competent geotechnical engineer to prevent the ground adjacent to the excavation from sliding or settling.

F. Where sheet piling, shoring, sheeting, bracing, lagging, or other supports are necessary, they shall be furnished, placed, maintained and except as otherwise shown or specified, shall be removed.

G. During placement of backfill around structure walls without support at the top; such walls shall be continuously braced and shored from the bottom to the top at intervals as required but not to exceed 9 feet between lines of support.

H. Where sheeting, shoring, and bracing cannot be removed without resulting in damage to the adjacent structure or where such sheeting, shoring, or bracing is specified to remain, it shall be cut off five feet (5') below the finish grade and the cut off portions shall be removed from the site. Any wood shoring and cribbing that is left in place shall have been pressure treated to minimize decay. All voids which exist behind the sheeting or shoring left in place, together with all other sheeting or shoring, shall be backfilled in a manner acceptable to the Engineer.

3.2 SITE RESPONSIBILITIES

A. Regardless of what has been specified herein, the ultimate responsibility and liability of the reservoir excavation and backfill shall be that of the Contractor. Under no circumstances shall slopes of embankments be steeper that those approved by Cal/OSHA. Contractor shall obtain and keep active all necessary permits required by Cal/OSHA and local authorities to perform the excavation and backfill.
B. The design of the shoring system, method of construction, and stability monitoring of the shored excavations by surveying methods shall be the responsibility of the Contractor. The Contractor shall ensure that all the integrity of the existing structures is maintained and that the appropriate construction techniques are employed at all times to protect existing structures. In the event the shoring becomes unstable or large surface settlements occur, the Contractor shall be responsible for implementing corrective measures. The Contractor shall be solely responsible for any and all liability that arise from the failure to provide adequate shoring or sheeting as necessary to support the excavation under any and all of the loading conditions that may exist or arise during construction.
C. The Contractor shall be responsible for maintaining a safe work site and shall protect workers and the public health and safety from the consequences of its operations. The Contractor shall provide fencing and barricades around shored excavation to prevent unauthorized persons to access the shored excavation during non-working hours. Trenches shall be covered and barricaded after completion of the day's work, weekends, and other times as necessary.
D. The Contractor shall appoint a project safety supervisor, other than the Project Superintendent who shall be experienced in the installation, maintenance, and removal of the selected support system. The project safety supervisor shall have full authority over the work in all job safety matters and shall be on the job at all times when work is in progress in excavations and trenches.

END OF SECTION

SECTION 31 23 19
DEWATERING

PART 1 GENERAL

1.01 SUMMARY

A. This section includes construction dewatering.

1.02 PERFORMANCE REQUIREMENTS

A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control ground-water flow into excavations and permit construction to proceed on dry, stable sub-grades.

1.03 SUBMITTALS

A. Shop Drawings for Information: Show arrangement, locations, and details of wells and well points; locations of headers and discharge lines; and means of discharge and disposal of water.

1. Include shop drawings signed and sealed by the qualified professional engineer responsible for their preparation.

1.04 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with water disposal requirements of authorities having jurisdiction.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.

1. Include shop drawings signed and sealed by the qualified professional engineer responsible for their preparation.

2. Protect sub-grades and foundation soils from softening and damage by rain or water accumulation.

3.02 INSTALLATION

A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface water controls.

B. Before excavating below groundwater level, place system into operation to lower water to specified levels. Operate system continuously until drains,

sewers, and structures have been constructed and fill materials have been placed, or until dewatering is no longer required.

PART 4

Provide an adequate system to lower and control groundwater to permit excavation, construction of structures, and placement of fill materials on dry sub-grades. Install sufficient dewatering equipment to drain water bearing strata above and below bottom of the foundations, drains, sewers, and other excavations.

A. Do not permit open sump pumping that leads to loss of fines, soil piping, sub-grade softening, or slope instability.

PART 5

Reduce hydrostatic head in water bearing strata below sub-grade elevations of foundations, drains, sewers, and other excavations.

A. Maintain piezometric water level a minimum of twenty-four (24) inches below surface of excavation.

B. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water in a manner that avoids inconvenience to others. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.

PART 6

Provide standby equipment on-site, installed, and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged structures and foundation soils at no additional expense to owner.

A. Remove dewatering system from project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of thirty-six (36) inches below overlying construction.

B. Damages: Promptly repair any damage to adjacent facilities.

END OF SECTION

SECTION 31 23 33

TRENCHING AND BACKFILLING

PART 1 - GENERAL

1.01 SUMMARY

A. The work encompassed by this Section shall consist of performing all operations and furnishing all labor, materials, tools, equipment, and incidentals as necessary to:

1. Trench for underground utilities including all stripping, excavation and trench shoring.

B. This specification provides the requirements and standards for bedding of pipes and conduits, and for trench backfill materials and construction procedures, including testing and inspection.

C. Volume 1 - Contracting Requirements, and Division - 01 General Requirements apply to the Work of this Section.

1.02 QUALITY ASSURANCE

A. Standard Test Methods:

1. The following standard test methods of the American Society for Testing and Materials (ASTM) form a part of this specification and are referred to herein by alphanumeric designation:

a. C136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.

b. D423 Method of Test for Liquid Limit of Soils.

c. D4318, Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils..

d. D1556 Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method.

e. D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3)).

f. D2419 Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.

g. D2844 Standard Test Method for Resistance R-Value and Expansion Pressure of Compacted Soils.

h. D6938, Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

B. Substitute Test Method:

1. Where local practice prescribes revised test methods for the ASTM tests listed above, those test may be substituted for the ASTM designated test method listed upon prior approval from CM.

C. Material Sources:

1. New Sources – The Contractor shall provide all bedding and backfill materials from sources previously undeveloped, tested, and certified by an approved, independent materials testing laboratory, per these specifications.

2. Existing Sources – Bedding and backfill materials from sources previously developed may be accepted without testing and certification upon written request by the Contractor. The existing sources shall be validated by the geotechnical engineer and deemed appropriate. CM and Engineer reserves the right to determine the acceptability of all materials proposed for use.

1.03 SUBMITTALS

A. Submit under provisions of Section 11 33 00 Submittal Procedures

1. Backfill material specifications.

PART 2 - PART 2 - PRODUCTS

2.01 MATERIALS

A. Sand:

1. Material shall be free of clay, organic matter or other objectionable material, and shall conform to the following standards:

a. Gradation per ASTM C136

Sieve Size	Percent by Weight Passing Sieve
3/8”	100
#4	90-100
#50	10-40
#100	3-15
#200	0-7

B. Type II Class B Aggregate Base, Road base

1. Type II shall be a crusher run, mineral aggregate free clay, organic matter, or other objectionable material, and shall conform to the following standards:

   a. Gradation per ASTM C136

Sieve Size	Percent by Weight Passing Sieve
1”	100
3/4"	90-100
#4	35-65
#16	15-40
#200	2-10

   b. Liquid Limit per ASTM D423

      1) 35 maximum.

   c. Plasticity Index per ASTM D4318

      1) Maximum Allowable Plasticity Index (P) shall be determined by the formula PI = 15 – (S x 100) where “S” is the percent by weight passing the #200 sieve.

   d. Resistance R-Value per ASTM D2844

      1) 70 minimum.

C. Class C Backfill, 3/4” minus crushed drain rock:

1. Class C backfill need not be washed but shall be free of any organic impurities, clay lumps, or unstable substances. The material shall be graded from 3/4” to 3/8” conforming to the following gradation:

   a. Gradation per ASTM C136

Sieve Size	Percent by Weight Passing Sieve
1”	100
3/4”	90-100
3/8”	10-55
#4**	0-10

   b. **5% of pan material will be allowed.

   c. Liquid Limit per ASTM D423

      1) 35 maximum.

   d. Plasticity Index per ASTM D4318

1) Maximum Allowable Plasticity Index (PI) shall be determined by the formula: PI = 15 – (S x 100) where “S” is the percent by weight passing the #200 sieve.

e. Resistance R-Value per ASTM D2844

1) 70 minimum.

D. Native Backfill:

1. Native backfill shall be excavated native granular material free drainage of clay, debris, organic matter, and rocks larger than 4” across their greatest dimension.

E. Substitute Material:

1. Substitute bedding and backfill materials may only be used if prior written approval is provided from the Geotechnical Engineer and the State. In requesting the use of a substitute material, the Contractor must submit adequate evidence that the materials have been successfully used in similar applications for other utilities or local governmental agencies.

F. Buried Warning Tape:

G. Polyethylene plastic warning tape manufactured specifically for warning and identification of buried utility lines. Color shall be:

a. Yellow: Electric

b. Yellow: Gas

c. Orange: Telephone and Other Communications

d. Blue: Water Systems

e. Green: Sewer Systems

H. Detection Wire:

1. Detection wire shall be insulated single strand, solid copper with a minimum of 12 AWG.

PART 3 - EXECUTION

3.01 EXCAVATIONS FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths and elevations.

B. Excavate trenches to uniform widths to provide the following clearance on each side of the pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape sub-grade to provide continuous support for bells, joints and barrels of pipes and for joints, fittings and bodies of conduits. Remove projecting stones and sharp objects along trench sub-grade.

D. Where unidentified existing utilities are encountered, determine whether these are active or abandoned. Remove interfering portions of abandoned utilities and cap or plug open ends of pipe to remain. Damage to utilities or other improvements due to Contractor's negligence in regard to this paragraph shall be repaired at the Contractor's expense.

E. Contractor shall pothole at all identifiable crossings of existing utilities prior to any trenching operations and provide the CM with a survey of the top elevations (and bottom elevations, if applicable), of possible interferences so that an evaluation of necessary adjustments to the current profile or alignment may be made. Additionally, the CM shall be given the opportunity to view possible conflicts in the field prior to the Contractor providing revised designs.

3.02 TRENCH CONFIGURATION

A. Material Installation/Repair

B. Conduits, pipes, and all apparatus shall be handled, installed, and joined in accordance with the manufacturer's specifications or recommendations. The Contractor, at his/her own expense, shall repair or replace any conduits, pipes or appurtenances damaged during bedding and backfill operations.

C. Sand Bedding

1. Sand bedding material, conforming to Article 2.1, A shall be placed in 12" maximum loose lifts and compacted to 90% maximum density per ASTM D1557.

D. Backfill

1. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below sub-grade under pavements and slabs.

2. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

3. Place and compact initial backfill of satisfactory soil (per Specification 31 20 00), free of particles larger than 1 inch in any dimension, to a height of 12 inches over the utility pipe or conduit.

4. Place and compact final backfill of satisfactory soil to final sub-grade elevation.

5. Place backfill on sub-grades free of mud, frost, snow or ice.

6. Public Rights-of-Way

a. Trenches in established streets, highways, or private paved areas subject to vehicular traffic, shall be backfilled per the requirements of the local utility agency.

E. Compaction

1. Trench subgrade and aggregate base material shall be compacted to at least 95% relative density. The contractor shall be fully responsible for the method of compaction and shall remove and replace any material not meeting the compaction requirements. The contractor shall also remove and replace as directed by the engineer any pipe, fittings, valves, or other items damage by compaction efforts.

F. Trench Dewatering

1. Where groundwater is encountered, the Contractor shall dewater the trench sufficiently to meet the bedding and backfill requirements of Article 3.1, B and C.

2. Dewatering shall continue until backfill has progressed to a minimum of two feet above the groundwater level. CM may require drain rock (3/4" minus) in addition to the sand bedding depending on condition of trench bed.

G. Finish Operations

1. Fine Grading:

a. After backfilling, all trenches except those in existing paved areas shall be graded flush with adjacent finish or subgrade elevations. In landscaped areas, coordinate with topsoil requirements.

2. Temporary Patching

a. Unless otherwise specified, all pavement cuts shall be temporarily patched with asphaltic concrete to a minimum depth of 2", with the finish grade 1/2" above the grade of the existing asphalt.

3. Disposition of Excess Materials

a. Surplus excavated soils, asphalt pavement, concrete and other debris shall be promptly removed from the jobsite and properly disposed of.

3.03 FIELD SAMPLING AND TESTING

A. Testing shall be per Specification 31 20 00.

END OF SECTION

SECTION 31 40 00
SHORING AND UNDERPINNING

PART 1 GENERAL

1.01 DESCRIPTION

A. SCOPE:

This section specifies requirements for sheeting, shoring, and bracing of trenches greater than 5 feet in depth. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose tort liability on the Owner, Owner's employees, or the Construction Manager.

B. DESIGN REQUIREMENTS:

The Contractor shall design sheeting, shoring, and bracing in accordance with Article 6 of CAL/OSHA and the California State Labor Code. The standards of design referred to in the Labor Code shall be those of CAL/OSHA. Horizontal strutting below the barrel of a pipe and the use of pipe as support are not acceptable.

1.02 REFERENCES

This section contains references to the following documents. They are a part of this section as specified and modified. Where a referenced document contains references to other standards, those documents are included as references under this section as if referenced directly. In the event of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids or Invitation to Bid (or on the effective date of the Agreement if there were no Bids). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, regardless of whether the document has been superseded by a version with a later date, discontinued or replaced.

Reference	Title
CAL/OSHA	State of California Construction Safety Orders
--	California State Labor Code

1.03 SUBMITTALS

A. Submittals shall be provided in accordance with Section 01 33 00 and shall include the following information:

1. A copy of this specification section, with addendum updates included, with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations from specification requirements. A check mark (✓) shall denote full compliance with a paragraph as a whole. If deviations from the specifications are indicated, and therefore requested by the Contractor, each deviation shall be underlined and denoted by a number in the margin to the right of the identified paragraph, referenced to a detailed written explanation of the reasons for requesting the deviation. The Construction Manager shall be the final authority for determining acceptability of requested deviations. The remaining portions of the paragraph not underlined will signify compliance on the part of the Contractor with the specifications. *Failure to include a copy of the marked-up specification sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no further consideration*.

2. The Contractor shall submit information required by Section 6705 of the California State Labor Code.

3. A detailed plan shall be submitted before excavation 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. If such plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer registered in the State of California.

1.04 CONTRACTOR'S RESPONSIBILITIES FOR SAFETY

A. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees), and property during performance of the work. These requirements shall apply continuously and not be limited to normal working hours.

B. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act, and all other applicable federal, state and county, laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Specifications.

C. Where any of these are in conflict, the more stringent requirement shall be followed.

1.03 PERMIT

For trenches or excavations of depths of 5 feet or more, the Contractor shall obtain from the State Division of Industrial Safety a permit for such excavation and submit a copy of the permit to the Construction Manager, prior to initiating any work requiring said permit.

1.04 SAFETY ORDERS

A. The Contractor shall have copies or suitable extracts of the Construction Safety Orders of Cal-OSHA at the work site.

B. All work shall comply with the provisions of these and all other applicable laws, ordinances, and regulations.

1.05 SHORING AND TRENCH SAFETY PLAN

A. For trenches and excavations 5 feet or more in depth, the Contractor shall submit to the Construction Manager a detailed plan design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazards of caving ground.

B. Such the work shall be submitted at least 10 days before the Contractor intends to begin trenching or excavation work.

C. If such the work varies from the shoring system standards established by the Construction Safety Orders, the work shall be prepared, sealed, and signed by a Civil or Structural Engineer currently registered in California and experienced in shoring design. Signed and sealed copies of calculations necessary to qualify the system shall be submitted also.

D. Nothing herein shall be deemed to allow the use of shoring, sloping, or protective systems less effective than that required by the Construction Safety Orders of the Division of Industrial Safety.

1.06 ENGINEER'S REVIEW

A. The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include a review or approval

of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

B. The Engineer will review the submittal of the Contractor's proposed shoring system to verify the general scope of the work, to determine that qualified professional engineering services are used, and to determine that appropriate construction techniques are proposed for use. This review shall not in any way be construed to relieve the Contractor from sole responsibility for the design and safety of such shoring.

1.07 CONTRACTOR'S SUPERVISOR

A. The Contractor shall appoint a qualified supervisor, who shall be responsible for determining the shoring system which shall be used depending on local soil type, water table, etc.

B. This supervisor shall have experience in the direction of such excavation and shoring work.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 GENERAL

The construction of sheeting, shoring, and bracing shall not disturb the state of soil adjacent to the trench and below the excavation bottom. Trench sheeting below the top of a pipe shall be left in place.

3.02 SEQUENCE

Trench excavation shall not be started until the design for trench support has been accepted by the Owner.

END OF SECTION

SECTION 32 00 00
EXTERIOR IMPROVEMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

This section specifies new and replacement paving consisting of aggregate base course, hot mixed asphalt, and associated materials, gravel roadways consisting of aggregate base course and aggregate top course, and concrete walkways. Other sections in Division 32 may further refine the specifications in this section.

1.02 QUALITY ASSURANCE

A. REFERENCES:

This section contains references to the following documents. They are a part of this section as specified and modified. Where a referenced document contains references to other standards, those documents are included as references under this section as if referenced directly. In the event of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids or Invitation to Bid (or on the effective date of the Agreement if there were no Bids). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, regardless of whether the document has been superseded by a version with a later date, discontinued or replaced.

Reference	Title
ASTM D1557-78	Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb. (4.5-kg) Rammer and 18-in. (457-mm) Drop
ASTM D2922	Test Method for Density of Soil in Place by the Nuclear Methods
ASTM D994	Preformed Expansion Joint Filler for Concrete (Bituminous Type)
CTM 216	Method of Test for Relative Compaction of Untreated and Treated Soils and Aggregates

CTM 231	Method of Test for Relative Compaction of Untreated and Treated Soils and Aggregates Using Nuclear Gage
Caltrans 2018 Standard Specifications	State of California, Department of Transportation, Standard Specifications, latest edition (2018)

B. TESTING:

Testing will be conducted by an independent laboratory acceptable to the Engineer and paid for by the Contractor to determine compliance with the specified degree of compaction and moisture content prior to placement of aggregate base course.

1.03 The following Submittals are required in accordance with Specification 01 33 00:

1. Mix
2. Gradation of road used
3. Method of placement

PART 2 – PRODUCTS

2.01 MATERIALS

A. AGGREGATE BASE:

Aggregate base course for pavement shall be Class 2, ¾-inch maximum grading conforming to Section 26 of the Caltrans 2018 Standard Specification.

B. LIQUID ASPHALT:

Liquid asphalt for tack coats and treatment of aggregate base shall be Grade MC 250 and shall comply with Section 92 of the Caltrans 2018 Standard Specifications.

C. HOT MIX ASPHALT:

Hot Mix Asphalt shall be Type A and shall conform to Section 39, “Hot Mix Asphalt,” of the Caltrans 2018 Standard Specifications.

The aggregate for Type “A” Hot Mix Asphalt shall conform to gradation table for 3/4-in HMA Type A and B, as specified in Section 39-2.02A(4)(b)(ii), “Aggregates,” of the Caltrans 2018 Standard Specifications.

D. CONCRETE AND REINFORCING STEEL:

Concrete and reinforcing steel for concrete curbs and sidewalks shall be as specified in Section 73, “Concrete Curbs and Sidewalks,” of the Caltrans 2018 Standard Specifications.

E. EXPANSION JOINT FILLER:

Expansion joint filler shall be pre-molded, composed of asphalt fiber and mineral filler with asphalt impregnated liners on both sides, and shall conform to ASTM D994.

PART 3 – EXECUTION

3.01 GENERAL

Construction shall conform to the details, dimensions, and grades specified. Maximum variations in finished grade of paving shall be plus or minus 0.05 feet.

3.02 AGGREGATE BASE PLACEMENT

A. SUBGRADE:

The subgrades of areas to be paved or graveled shall be graded and compacted in accordance with paragraph 31 20 00 Paragraph 3.05.

B. AGGREGATE BASE:

Placing of aggregate base shall comply with Section 26 of the Caltrans 2018 Standard Specifications. Relative compaction shall be a minimum of 95 percent as determined using methods set forth in CTM 216 and CTM 231.

3.03 HOT MIX ASPHALT PAVEMENT

Placement of hot mix asphalt pavement shall comply with Section 39 of the Caltrans 2018 Standard Specifications.

3.04 CONCRETE CURBS AND SIDEWALKS

A. GENERAL:

Concrete work shall be performed in accordance with Section 73, “Concrete Curbs and Sidewalks,” of the Caltrans 2018 Standard Specifications.

B. EXPANSION JOINT INSTALLATION:

Unless otherwise specified, expansion joints shall be provided in concrete work at intervals not to exceed 20 feet and against structures abutting sidewalks.

3.05 ADJUST

Adjust frames, covers, gratings, and manholes conforming to Section 71-5 ADJUST DRAINAGE STRUCTURES of the Caltrans Standard Specifications and the details shown on the plans.

END OF SECTION

SECTION 32 11 00

BASE COURSES

PART 1 - GENERAL

1.01 SUMMARY

A. The work encompassed by this section shall consist of performing all operations and furnishing all labor, material, tools, equipment, and incidentals as necessary to:

1. Place and compact base courses for concrete paving, asphalt paving, sidewalks, and curbs;

2. Place and compact rock courses and sand beds under slabs on grade.

B. Volume 1 - Contracting Requirements, and Division - 01 General Requirements apply to the Work of this Section.

1.02 REFERENCES

A. Section 26 of the Caltrans Standard Specifications.

B. Geotechnical Investigation: Project Geotechnical Investigation.

C. American Society of Testing and Materials:

1. ASTM C136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.

2. ASTM D1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.

1.03 SUBMITTALS

A. Submit under provisions of Section 01 33 00 Submittal Procedures.

1. Material test data for aggregate base, rock course, and sand.

1.04 QUALITY ASSURANCE

A. Obtain materials from same source throughout.

B. Perform Sieve Analysis test in accordance with ASTM C 117 and ASTM C 136.

C. Determine Liquid Limit and Plasticity Index in accordance with ASTM D 4318.

D. Moisture Density and optimum moisture content in accordance with ASTM D 1557.

E. ASTM D 6938, nuclear gage, may be used.

1.05 ENVIRONMENTAL REQUIREMENTS

A. When unfavorable weather conditions necessitate interrupting placement operations, prepare areas by compaction of surface and grading to avoid collection of water. Provide adequate temporary drainage to prevent erosion. After interruption, re-establish compaction specified in last layer before resuming work.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Class 2 Aggregate Base: Aggregate for Class 2 aggregate base shall be free from organic matter and other deleterious substances, and shall be of such nature that it can be compacted readily under watering and rolling to form a firm, stable base. Aggregate must consist of any combination of broken stone, crushed gravel, natural rough surfaced gravel, sand, and up to 100% of any combination of processed asphalt concrete, Portland cement concrete, lean concrete base, cement treated base.

B. Aggregate base shall conform to the grading and quality requirements shown in the following tables. Either the 1-1/2 inch maximum or 3/4 inch maximum shall be used; except that once a grading is selected the grading shall not be changed.

1. Aggregate Grading Requirements:

Sieve Sizes	**Percentage Passing**			
	1-1/2" Maximum		**3/4" Maximum**	
	Range	**Compliance**	**Range**	**Compliance**
2"	100	100	--	--
1-1/2"	90-100	87-100	--	--
1"	--	--	100	100
¾"	50-85	45-90	90-100	87-100
No. 4	25-45	20-50	35-60	30-65
No. 30	10-25	6-29	10-30	5-35
No. 200	2-9	0-12	2-9	0-12

2. Quality Requirements:

Tests	Operating Range	Contract Compliance
Resistance (R-Value)	--	78 min
Sand Equivalent	25 min	22 min
Durability Index	--	35 min

C. The aggregate shall not be treated with lime, cement or other chemical material before the Durability Index test is performed. Untreated reclaimed asphalt concrete and Portland cement concrete will not be considered to be treated with lime, cement or other chemical material for purposes of performing the Durability Index test.

D. Rock Course under Building Slab:

1. Clean mineral aggregate (broken stone, crushed gravel, clean quarry waste, or combination thereof).

2. Free of adobe, organic matter, loam, volcanic tuff, or other deleterious material.

3. Absorption of water in saturated surface dry condition shall not exceed 3% of oven dry weight of sample.

4. Graded (Laboratory sieves, U.S. Series) to following: 100% passing 1inch sieve and 0 to 10% passing No. 4 sieve.

5. Class 2 aggregate base is acceptable, however reclaimed aggregate shall not be used.

E. Sand: Clean dry concrete sand of no special grading or compaction.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Prior to placing Aggregate Base on subgrade for drives and parking lots, the stability of the subgrade shall be checked by proof rolling with a roller or laded water truck. Areas which are not stable shall be allowed to air dry until stable or shall be over excavated and backfilled with Aggregate Sub-base.

3.02 AGGREGATE BASE

A. All work shall be performed in compliance with Section 26 of the 2018 Caltrans California Department of Transportation Standard Specifications.

B. The subgrade to receive aggregate base, immediately prior to spreading shall conform to the compaction and elevation tolerance specified for the material involved and shall be free of loose or extraneous material.

C. At the time aggregate base is spread it shall have a moisture content sufficient to obtain the required compaction. The moisture shall be uniformly distributed throughout the material.

D. The aggregate base shall be spread and compacted as specified herein.

E. Compact upper 12 inches of subgrade to 95% relative compaction, moisture conditioned to at least optimum. Compact base course to a minimum of 95% compaction with densities in accordance with ASTM D1557. Compacted layers shall be no greater than 6 inches per lift nor less than 3 inches per lift.

F. Measure thickness of base course material once per every 2,000 square feet. All measurements shall be within 1/2 inch of the specified thickness; where measurements exceed ½ inch of specified thickness the section shall be considered as conforming.

END OF SECTION

SECTION 32 12 00

FLEXIBLE PAVING

PART 1 - GENERAL

1.01 SUMMARY

A. The work encompassed by this section shall consist of performing all operations and furnishing all labor, material, tools, equipment, and incidentals as necessary to place asphalt concrete paving including prime coat, tack coat, and seal coat.

B. Volume 1 - Contracting Requirements, and Division - 01 General Requirements apply to the Work of this Section.

1.02 REFERENCES

A. Section 37 and 39 of the Caltrans 2018 Standard Specifications.

B. Section 92, 93 and 94 of the Caltrans 2018 Standard Specifications.

C. California Department of Transportation:

1. CTM 304, Preparation of Bituminous Mixtures for Testing.

2. CTM 308, Method of Test for Determining Bulk Specific Gravity and Density of Compacted Hot Mix Asphalt.

3. CTM 375, Determining the In-Place Density and Relative Compaction of Hot Mix Asphalt Paving Using Nuclear Gages

D. American Society of Testing and Materials:

1. ASTM D946, Penetration Graded Asphalt Cement for use in Pavement Construction.

2. ASTM D2950, Test Method for Density of Bituminous Concrete in Place by Nuclear Methods.

3. ASTM D2041, Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures.

1.03 ACTION SUBMITTALS

A. Submit under provisions of Section 01 33 00 Submittal Procedures.

B. Mix design for each class of mix.

C. Samples for Verification

1. For the following product, in manufacturer's standard sizes unless otherwise indicated:

    a. Paving Geotextile: 12 by 12 inches minimum

D. Qualification Data:

1. For paving-mix manufacturer and testing agency.

E. Material Certificates:

1. Include statement that mixes containing recycled materials will perform equal to mixes produced from all new materials.

    a. Aggregates.

    b. Asphalt binder.

    c. Asphalt cement.

    d. Cutback prime coat.

    e. Emulsified asphalt prime coat.

    f. Tack coat.

    g. Fog seal.

    h. Undersealing asphalt.

    i. Field quality-control reports.

1.04 QUALITY ASSURANCE

A. Perform work in accordance with the Caltrans 2018 Standard Specifications.

B. Mixing Plant: Conform to the requirements of the Caltrans 2018 Standard Specifications.

C. Obtain materials from same source throughout.

D. Manufacturer Qualifications:

1. A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the Washington State Department of Transportation.

E. Testing Agency Qualifications:

1. Qualified in accordance with ASTM D3666 for testing indicated.

F. Regulatory Requirements:

1. Comply with materials, workmanship, and other applicable requirements of Washington State Department of Transportation for asphalt paving work.

1.05 FIELD CONDITIONS

A. Environmental Limitations:

1. Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:

a. Prime Coat: Minimum surface temperature of 60 deg F.

b. Tack Coat: Minimum surface temperature of 60 deg F.

c. Slurry Coat: Comply with weather limitations in ASTM D3910.

d. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.

e. Asphalt Wearing Course: Minimum surface temperature of 60 deg F at time of placement.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Asphalt Binder: The grade of the asphalt binder to be mixed with aggregate for asphalt concrete shall be Grade PG 64-16 conforming to the provisions in Section 92 of the Caltrans 2018 Standard Specifications. The minimum asphalt binder must be 6.0 percent for 1/2” gradation.

B. Aggregate: Aggregate shall meet the full requirements of Section 39-2.02 of the Standard Specifications for Type B (1/2 inch maximum medium grading). The amount of asphalt binder to be mixed with aggregate shall be such that the air void content of the resulting asphalt concrete shall be not less than 4% +/- 2%. Stabilometer value as determined by CTM 304 shall be 35 at minimum.

C. Sand: Acceptable to the Engineer shall meet the full requirements of Section 39 of the CalTrans 2018 Standard Specifications.

D. Prime Coat: Primer shall be MC-70 or SC-70 grade liquid asphalt conforming to the provisions of Section 93 of the Caltrans 2018 Standard Specifications applied at a rate of 0.25 gallons per square yard.

E. Tack Coat: Tack coat shall be RS-1 type asphalt emulsion conforming to the provisions of Section 94 of the Caltrans 2018 Standard Specifications.

2.02 ASPHALT MATERIALS

A. Asphalt cement:

1. Conform to requirements for asphalt cement, PG 58-22, AASHTO MP1.

B. Mineral aggregate:

1. Consist of aggregate of crushed stone or gravel composed of hard, durable particles, sand, and filler meeting the requirements of Standard Specifications (2023) of California DOT, Section 39.

2. Provide composite material that is uniformly graded from coarse to fine and that complies with requirements of Standard Specifications (2023) of California DOT, Section 39 for HMA.

3. HMA Tolerances and adjustments shall be per Standard Specifications (2023) of California DOT, Section 39 using commercial evaluation.

C. Overlay paving fabric shall be Amoco Petromat or Geosynthetic Product Division Pave-Dry.

2.03 AUXILIARY MATERIALS

A. Recycled Materials for Hot-Mix Asphalt Mixes: Reclaimed asphalt pavement; reclaimed, unbound-aggregate base material from sources and gradations that have performed satisfactorily in previous installations, equal to performance of required hot-mix asphalt paving produced from all new materials.

B. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.

2.04 EQUIPMENT

A. Equipment used for mixing, transporting, and paving asphalt concrete shall conform with Standard Specifications (2023) of California DOT, Section 39..

2.05 MIXES

A. The Contractor shall develop and submit a mix design for asphalt paving per Standard Specifications (2023) of California DOT, Section 39.

B. Hot-Mix Asphalt:

1. Dense-graded, hot-laid, hot-mix asphalt plant mixes according to Washington State Department of Transportation's, "Standard Specifications"; and complying with the following requirements:

a. Provide mixes with a history of satisfactory performance in geographical area where Project is located.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify that compacted aggregate base is dry and ready to support paving and imposed loads.

B. Verify gradients and elevations of base are correct.

C. Protection:

1. Provide protective materials, procedures, and worker training to prevent asphalt materials from spilling, coating, or building up on curbs, driveway aprons, manholes, and other surfaces adjacent to the Work.

D. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Completely proof-roll subgrade in one direction, Limit vehicle speed to 3 mph.

2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.

3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Owner's Representative, and replace with compacted backfill or fill as directed.

3.02 SURFACE PREPARATION

A. Ensure that prepared subgrade has been proof-rolled and is ready to receive paving. Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces.

B. Herbicide Treatment: Apply herbicide in accordance with manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.

C. Prime Coat:

1. Where portions of base course prepared for immediate treatment are excessively dry, sprinkle such portions lightly with water immediately in advance of prime coat application.

2. Immediately following preparation of base course, apply bituminous material by means of bituminous distributor at the temperature previously specified.

3. Apply priming material in manner that results in uniform distribution being obtained at all points of surface to be primed.

4. Following the application of prime material, allow the surface to dry for a period of not less than 48 hours without being disturbed, or for such additional period of time as may be necessary to obtain penetration into the base course and drying out or evaporation of the volatiles from prime material.

5. Spread sufficient sand on areas that show an excess of bituminous material to effectively blot up and cure the excess.

D. Base Courses:

1. Thoroughly clean base and apply prime coat before placing asphalt concrete.

2. Thoroughly clean any existing base, surfacing, or pavement prior to placing plant-mixed surfacing.

3. Where existing pavement is being widened or extended cut to straight vertical face and treat with asphalt paint binder prior to paving operations.

4. When asphalt concrete is to be applied over existing pavement and local irregularities in existing surface would result in course of more than specified thickness, bring surface of existing pavement to uniform contour by patching with asphalt concrete thoroughly tamped or rolled until it conforms with surrounding surface, and then apply tack coat.

5. The Contractor shall shape and compact all material to a firm, even and unyielding surface conforming to these Specifications. Where truck or other traffic has degraded existing base material, the Contractor shall remove and replace at no additional cost to the Owner.

3.03 SPREADING and COMPACTING EQUIPMENT

A. Spreading and Compacting Equipment shall conform to Section 39 of the Caltrans 2018 Standard Specifications.

B. Furnish a minimum of one steel tired roller weighing not less than 12 tons, and one vibratory steel tired roller weighing not less than 8 tons. Vibratory rollers shall be double steel drum, have adjustable frequency and amplitude settings directly available to the operator during operation. Each roller shall have a separate operator.

3.04 PREPARATION: PRIMER

A. Apply primer in accordance with the Caltrans 2018 Standard Specifications.

B. Use clean sand to blot excess primer.

3.05 PREPARATION – TACK COAT

A. Apply tack coat in accordance with the Caltrans 2018 Standard Specifications.

B. Apply tack coat to vertical contact surfaces of curbs and gutters.

C. Coat manhole and catch basin frame surfaces.

3.06 PLACING ASPHALT PAVEMENT

A. Install work in accordance with the Section 39 of the Caltrans 2018 Standard Specifications.

B. Place asphalt within 24 hours of applying primer or tack coat.

C. Place to compacted thickness per Section 39-6.01 of the Caltrans 2018 Standard Specifications.

D. Install gutter drainage grilles and frames, manhole frames, etc., in correct position and elevation.

E. Compact pavement in accordance to Section 39-6.03 of the Caltrans 2018 Standard Specifications. Do not displace or extrude pavement from position. Hand compact any areas inaccessible to rolling equipment.

F. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks.

G. Spread all mixtures at a temperature of not less than 260 degrees F, and not greater than 300 degrees F. Perform initial rolling immediately after placement. No asphalt concrete is to be placed when the atmospheric temperature is below 50 degrees F.

H. Compact asphalt concrete to a minimum relative density of 95% of the maximum theoretical density (CTM 308 prior to mat cooling below 250 degrees F).

3.07 JOINTS

A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.

   1. Clean contact surfaces and apply tack coat to joints.

   2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.

   3. Offset transverse joints, in successive courses, a minimum of 24 inches.

   4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time.

5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.

6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.08 COMPACTION

A. General:

1. Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.

a. Complete compaction before mix temperature cools to 185 deg F.

B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.

C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:

D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.09 TOLERANCES

A. Flatness: The finish surface shall be uniform to a degree such that no depressions greater than 0.02 feet are present when tested with a straightedge 12 feet long.

B. Scheduled Compacted Thickness: Within 0.01 feet.

C. Variation from True Elevation: Within 0.02 feet.

D. Density shall be tested in conformance with CTM 375 and shall average 95% of the laboratory compacted unit weight (CTM 304).

3.10 FIELD QUALITY CONTROL

A. Testing:

1. Testing and Sampling shall conform with Standard Specifications (2023) of California DOT, Section 39.

B. Provide sampling and control testing for the asphalt concrete.

1. The type and size of the samples:

a. Suitable to determine conformance with stability, density, thickness, compaction, and other specified requirements.

b. Use an approved power saw or core drill for cutting samples.

c. Furnish all tools, labor, and materials for cutting samples, testing, and replacing the pavement where samples were removed.

d. Take a minimum of 1 sample per 200 tons of asphalt concrete placed.

C. Surface Smoothness:

1. Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.

D. Replace and compact hot-mix asphalt where core tests were taken.

E. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

END OF SECTION

SECTION 32 13 13

CONCRETE PAVING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. The work includes, but is not limited to, the following:

1. Vehicular Paving
2. Pedestrian Paving
3. Curbs and gutters

B. RELATED SECTIONS

1. Section 31 20 00: Earth Moving
2. Section 32 17 26: Tactile Warning Surfacing
3. Section 03 30 00: Cast-in-Place Concrete

1.03 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

1.04 SUBMITTALS

A. Product Data: For each type of manufactured material and product indicated.

B. Design Mixtures: For each concrete pavement mixture. Include alternate mixture designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

A. Samples: 5-lb sample of exposed aggregate.

B. Qualification Data: For manufacturer and testing agency.

C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:

D. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:

1. Cementitious materials.

2. Steel reinforcement and reinforcement accessories.

3. Admixtures.

4. Curing compounds.

5. Applied finish materials.

6. Bonding agent or epoxy adhesive.

1.05 QUALITY ASSURANCE

A. Contractor shall notify Owner's Representative if specified treatments, admixtures, or procedures conflict with proper concrete construction. Submit for approval, alternate conditions to remedy conflicts prior to commencement of construction. Do not proceed until all conflicts have been approved and corrected.

B. Proprietary items shown on the drawings and specified herein are shown to establish standards of quality, utility, design and function. Equivalent units by other manufacturers (substitutions) will be considered provided they are similar in characteristics. They shall be substituted only if approved by the Owner's Representative.

C. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

D. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.

E. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

1.06 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.

2. Products: Subject to compliance with requirements, provide one of the products specified.

3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

4. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.02 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.

1. Use flexible or curved forms for curves with a radius 100 feet or less.

B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.03 STEEL REINFORCEMENT

A. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.

B. Epoxy-Coated Welded Wire Fabric: ASTM A 884/A 884M, Class A, plain steel.

C. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.

D. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A 615/A 615M, Grade 60 deformed bars.

E. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M or ASTM A 934/A 934M; with ASTM A 615/A 615M, Grade 60 deformed bars.

F. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60, deformed bars; assembled with clips.

G. Plain Steel Wire: ASTM A 82, galvanized.

H. Deformed-Steel Wire: ASTM A 496.

I. Epoxy-Coated-Steel Wire: ASTM A 884/A 884M, Class A coated, plain.

J. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends square and free of burrs.

K. Epoxy-Coated Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60, plain steel bars.

L. Tie Bars: ASTM A 615/A 615M, Grade 60, deformed.

M. Hook Bolts: ASTM A 307, Grade A, internally and externally threaded. Design hook-bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

N. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:

    1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

    2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

O. Epoxy Repair Coating: Liquid two-part epoxy repair coating, compatible with epoxy coating on reinforcement.

P. Zinc Repair Material: ASTM A 780.

2.04 CONCRETE MATERIALS

A. Concrete shall comply with Caltrans 2023 standard specifications for concrete curbs and sidewalks, and vehicular concrete.

B. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout the Project:

1. Portland Cement: ASTM C 150, Type I/II, gray.

C. Normal-Weight Aggregates: ASTM C 33, Class 4S coarse aggregate, uniformly graded. Provide aggregates from a single source.

1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.

2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

D. Water: ASTM C 94/C 94M.

E. Air-Entraining Admixture: ASTM C 260.

F. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.

2. Retarding Admixture: ASTM C 494/C 494M, Type B.

3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.

4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.

5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.

6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.05 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz. /sq. yd. dry.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.

1. Available Products:

a. Axim Concrete Technologies; Cimfilm.

b. Burke by Edeco; BurkeFilm.

c. ChemMasters; Spray-Film.

d. Conspec Marketing & Manufacturing Co., Inc.; Aquafilm.

e. Dayton Superior Corporation; Sure Film.

f. Euclid Chemical Company (The); Eucobar.

g. Kaufman Products, Inc.; Vapor Aid.

h. Lambert Corporation; Lambco Skin.

i. L&M Construction Chemicals, Inc.; E-Con.

j. MBT Protection and Repair, ChemRex Inc.; Confilm.

k. Meadows, W. R., Inc.; Sealtight Evapre.

l. Metalcrete Industries; Waterhold.

m. Nox-Crete Products Group, Kinsman Corporation; Monofilm.

n. Sika Corporation, Inc.; SikaFilm.

o. Symons Corporation; Finishing Aid.

p. Vexcon Chemicals, Inc.; Certi-Vex EnvioAssist.

E. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

1. Available Products:

a. Anti-Hydro International, Inc.; AH Curing Compound #2 DR WB.

b. Burke by Edoko; Aqua Resin Cure.

c. ChemMasters; Safe-Cure Clear.

d. Conspec Marketing & Manufacturing Co., Inc.; W.B. Resin Cure.

e. Dayton Superior Corporation; Day Chem Rez Cure (J-11-W).

f. Euclid Chemical Company (The); Kurez DR VOX.

g. Kaufman Products, Inc.; Thinfilm 420.

h. Lambert Corporation; Aqua Kure-Clear.

i. L&M Construction Chemicals, Inc.; L&M Cure R.

j. Meadows, W. R., Inc.; 1100 Clear.

k. Nox-Crete Products Group, Kinsman Corporation; Resin Cure E.

l. Symons Corporation; Resi-Chem Clear.

m. Tamms Industries Inc.; Horncure WB 30.

n. Unitex; Hydro Cure 309.

o. Vexcon Chemicals, Inc.; Certi-Vex Enviocure 100.

p. Tamms Industries, Inc.; Horncure 200-W.

q. Unitex; Hydro White.

r. Vexcon Chemicals, Inc.; Certi-Vex Enviocure White 100.

2.06 RELATED MATERIALS

A. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

B. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to requirements, and as follows:

1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

C. Chemical Surface Retarder: Water-soluble, liquid-set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch.

1. Available Products:

a. Burke by Edeco; True Etch Surface Retarder.

b. ChemMasters; Exposee.

c. Conspec Marketing & Manufacturing Co., Inc.; Delay S.

d. Euclid Chemical Company (The); Surface Retarder S.

e. Kaufman Products, Inc.; Expose.

f. Metalcrete Industries; Surftard.

g. Nox-Crete Products Group, Kinsman Corporation; Crete-Nox TA.

h. Scofield, L. M. Company; Lithotex.

i. Sika Corporation, Inc.; Rugasol-S.

j. Vexcon Chemicals, Inc.; Certi-Vex Envioset.

2.07 PAVEMENT MARKINGS

A. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with FS TT-P-115, Type I or AASHTO M 248, Type N.

1. Color: White.

B. Glass Beads: AASHTO M 247, Type 1.

2.08 CONCRETE MIXTURES

A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.

1. Use a qualified independent testing agency for preparing and reporting proposed concrete mixture designs for the trial batch method.

B. Proportion mixtures to provide normal-weight concrete with the following properties:

1. Compressive Strength (28 Days): 3600 psi.

2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.50.

3. Slump Limit: 4-6 inches..

C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:

1. Air Content: 6 percent plus or minus 1.5 percent for 3/4-inch nominal maximum aggregate size

D. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.

E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use high-range, water-reducing admixture in concrete, as required, for placement and workability.

2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

F. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements for concrete exposed to deicing chemicals. as follows:

1. Fly Ash or Pozzolan: 25 percent.

2. Ground Granulated Blast-Furnace Slag: 50 percent.

3. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent, with fly ash or pozzolan not exceeding 25 percent.

G. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.0 lb/cu. yd..

H. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

2.09 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116. Furnish batch certificates for each batch discharged and used in the Work.

1. When air temperature is between 85 degrees F and 90 degrees F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 degrees F, reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For concrete mixes of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.

2. For concrete mixes larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd...

3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

B. Proof-roll prepared subbase surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.

1. Completely proof-roll subbase in one direction. Limit vehicle speed to 3 mph.

2. Proof-roll with a loaded 10-wheel tandem-axle dump truck weighing not less than 15 tons.

3. Subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch require correction according to requirements in Division 31 Section "Earth Moving".

C. Proceed with concrete pavement operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

3.02 PREPARATION

A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.03 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.04 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

E. Zinc-Coated Reinforcement: Use galvanized steel wire ties to fasten zinc-coated reinforcement. Repair cut and damaged zinc coatings with zinc repair material.

F. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M.

G. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

3.05 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.

1. Continue steel reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.

2. Provide tie bars at sides of pavement strips where indicated.

3. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

4. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.

5. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of no more than 30 feet, unless otherwise indicated.

2. Extend joint fillers full width and depth of joint.

3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.

4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.

5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.

6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows to match jointing of existing adjacent concrete pavement:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.

2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.

3. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.06 CONCRETE PLACEMENT

A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.

B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.

C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.

E. Do not add water to concrete during delivery or at Project site.

F. Do not add water to fresh concrete after testing.

G. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

H. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.

1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.

I. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.

1. Remove and replace concrete that has been placed for more than 15 minutes without being covered by top layer, or use bonding agent if approved by Architect.

J. Screed pavement surfaces with a straightedge and strike off.

K. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

L. Curbs: When automatic machine placement is used for curb placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.

M. Slip-Form Pavers: When automatic machine placement is used for pavement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.

1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of paver machine during operations.

N. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.

O. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When air temperature has fallen to or is expected to fall below 40 degrees F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 degrees F and not more than 80 degrees F at point of placement.

2. Do not use frozen materials or materials containing ice or snow.

3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.

P. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 degrees Fat time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.

2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.

3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.07 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.

B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

3.08 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Comply with ACI 306.1 for cold-weather protection.

C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lbs. /sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:

1. Moist Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

a. Water.

b. Continuous water-fog spray.

c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.09 PAVEMENT TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch.

2. Thickness: Plus 3/8 inch, minus 1/4 inch.

3. Surface: Gap below 10-foot-long, unleveled straightedge not to exceed 1/4 inch.

4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.

5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.

6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.

7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.

8. Joint Spacing: 3 inches.

9. Contraction Joint Depth: Plus 1/3 depth of pavement.

10. Joint Width: Plus 1/8 inch, no minus.

3.10 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Owner’s Representative.

B. Allow concrete pavement to cure for 28 days and be dry before starting pavement marking.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

1. Spread glass beads uniformly into wet pavement markings at a rate of 6 lbs. /gal.

3.11 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain at least 1 composite sample for each 5000 sq. ft. or fraction thereof of each concrete mix placed each day.

a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.

3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.

4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 degrees F and below and when 80 degrees F and above, and one test for each composite sample.

5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.

6. Compressive-Strength Tests: ASTM C 39/C 39M; test 1 specimen at 7 days and 2 specimens at 28 days.

a. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.

C. Strength of each concrete mix will be satisfactory if average of any 3 consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.

D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.

F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.

G. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.

H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.12 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.

B. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

C. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION

SECTION 32 17 00
PAVING SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Traffic Stripes and Pavement markings.

2. Detectable warning surface.

1.2 SUBMITTALS

A. Product Data: Manufacturer's printed product data for each product specified.

B. Detectible Warning Surface Warranty per Caltrans 2018 Standard Specifications Section 73-3.01C.

1.3 QUALITY ASSURANCE

A. Americans with Disabilities Act (ADA): Title III Regulations, 28 CFR Part 36 ADA Standards For Accessible Design, Appendix A, Section 4.29.2 Detectable Warnings On Walking Surfaces, supplemented by Caltrans Standard Plans and Specifications.

1.4 CALTRANS REFERENCE SPECIFICATIONS

A. Section 84 Markings.

B. Section 73 Concrete Curbs and Sidewalks.

PART 2 - PRODUCTS

2.1 PAVEMENT MARKING

A. Products for Traffic Stripes and Pavement Markings to comply with Caltrans 2018 Standard Specifications Section 84-2.02 Materials.

1. Thermoplastic Traffic Stripes and Pavement Markings: Thermoplastic traffic stripes and pavement markings shall conform to the provisions of Section 84-2, “Thermoplastic Traffic Stripes and Pavement Markings,” of the Caltrans Standard Specifications.

2. Thermoplastic Material: Thermoplastic material shall conform to either Caltrans Standard Specification PTH-02ALKYD, PTH-02SPRAY or PTH-02HYDRO. Glass beads to be applied to the surface of molten thermoplastic material shall conform to the requirements of State Specification 8010-004.

2.2 DETECTABLE WARNING SURFACE

A. Refer to Caltrans 2018 Standard Specifications Section 73-1.02B.

PART 3 - PART 3 – EXECUTION

3.1 PAVEMENT MARKING

A. Conform to Construction Requirements in Caltrans 2018 Standard Specifications Sections 84 and 73.

END OF SECTION

SECTION 32 17 23

PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. Pavement markings are to meet the requirements of Standard Specifications (2023) of California DOT, Section 84.

1.2 SUMMARY

A. Section Includes:

1. Painted markings applied to asphalt paving.

2. Painted markings applied to concrete surfaces.

1.3 ACTION SUBMITTALS

A. Product Data: Include technical data and tested physical and performance properties.

1. Pavement-marking paint, alkyd.

2. Pavement-marking paint, solvent-borne.

3. Pavement-marking paint, acrylic.

4. Pavement-marking paint, latex.

5. Glass beads.

B. Shop Drawings:

1. Indicate pavement markings, colors, lane separations, defined parking spaces, and dimensions to adjacent work.

2. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of Standard Specifications (2023) of California DOT, Section 84 Markings, for pavement-marking work.

1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.5 FIELD CONDITIONS

A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for alkyd materials, and 55 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Aexcel Inc.
2. Colorado Paint Company; a subsidiary of Swarco Industries Inc.
3. Columbia Paint & Coatings, Inc.; a subsidiary of Sherwin-Williams Company (The).
4. Conco Paints.
5. Diamond Vogel Paints.
6. Dow Chemical Company (The).
7. Dunn-Edwards Corporation (a Nippon Paint Holdings Co. Ltd. company).
8. Ennis-Flint.
9. Farrell-Calhoun.
10. General Paint.
11. Insl-X Products; Benjamin Moore & Co.
12. Kelly-Moore Paint Company Inc.
13. McCormick Paints.
14. PPG Paints.
15. Rodda Paint Co.
16. Rust-Oleum Corporation; a subsidiary of RPM International, Inc.
17. Scott Paint.
18. Sherwin-Williams Company (The).
19. Transpo Industries, Inc.
20. Approved equal.

B. Source Limitations: Obtain pavement-marking paints from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design", the ABA standards of the Federal agency having jurisdiction and ICC A117.1

2.3 PAVEMENT-MARKING PAINT

A. Pavement-Marking Paint, Latex: MPI #97, latex traffic-marking paint.

1. Color: See requirements of Standard Specifications (2023) of California DOT, Section 84 Markings, colors as indicated on the Drawings.

B. Glass Beads:

1. Each lot of glass beads must comply with EPA Test Method 3052 and 6010B or 6010C. Glass beads must contain less than 200 PPM each of arsenic and lead.

2. AASHTO M 247, Type 1. Roundness: Minimum **75** percent true spheres by weight.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that pavement-marking substrate is dry and in suitable condition to begin pavement marking in accordance with manufacturer's written instructions.

B. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

3.2 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Owner's Representative.

B. Allow asphalt paving or concrete surfaces to age for a minimum of **30** days before starting pavement marking.

C. Sweep and clean surface to eliminate loose material and dust.

3.3 THERMOPLASTIC MARKING

A. Apply thickness and install and according to Standard Specifications (2023) of California DOT, Section 84 Markings

3.4 PROTECTING AND CLEANING

A. Protect pavement markings from damage and wear during remainder of construction period.

B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

SECTION 32 17 26

TACTILE WARNING SURFACING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. CALTRANS 2023 Standard Specifications

1.2 SUMMARY

A. Section Includes:

1. Cast-in-place detectable warning tiles.

B. Related Requirements:

1. Section 32 13 13 "Concrete Paving" for concrete walkways serving as substrates for tactile warning surfacing.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Warranties: Submit a 5-year manufacturer’s replacement warranty against defects in a prefabricated detectable warning surface.

C. Samples for Verification: For each type of tactile warning surface, in manufacturer's standard sizes unless otherwise indicated, showing edge condition, truncated-dome pattern, texture, color, and cross section; with fasteners and anchors.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For tactile warning surfacing, to include in maintenance manuals.

1.5 QUALITY ASSURANCE

A. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of tactile warning surfaces that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Deterioration of finishes beyond normal weathering and wear.

b. Defects in dome shape, color fastness, sound-on-cane acoustic quality, resilience, and attachment.

2. Warranty Period: Five years from date of Contract acceptance.

PART 2 - PRODUCTS

2.1 TACTILE WARNING SURFACING, GENERAL

A. Accessibility Requirements: Comply with applicable provisions in **the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities** for tactile warning surfaces.

1. For tactile warning surfaces composed of multiple units, provide units that when installed provide consistent side-to-side and end-to-end dome spacing that complies with requirements.

B. Source Limitations: Obtain each type of tactile warning surfacing**, joint material, setting material** from single source with resources to provide materials and products of consistent quality in appearance and physical properties.

2.2 DETECTABLE WARNING TILES

A. Cast-in-Place Detectable Warning Tiles: Accessible truncated-dome detectable warning tiles **with replaceable surface** configured for setting flush in new concrete walkway surfaces, with slip-resistant surface treatment on domes and field of tile. Per CALTRANS 2023 Standard Specifications, product must be on the Authorized Material List for detectable warning surfaces and must match yellow color no. 33538 of AMS-STD-595.

a. Permanently embedded detectable warning tile wet-set into freshly poured concrete.

b. Replaceable detectable warning tile wet-set into freshly poured concrete and surface-fastened to permanently embedded anchors.

2.3 ACCESSORIES

A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of tactile warning surfaces, noncorrosive and compatible with each material joined, and complying with the following:

1. Furnish **Type 316** stainless-steel fasteners for exterior use.

2. Fastener Heads: For nonstructural connections, use flathead or oval countersunk screws and bolts with tamper-resistant heads, colored to match tile.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that pavement is in suitable condition to begin installation according to manufacturer's written instructions. Verify that installation of tactile warning surfacing will comply with accessibility requirements upon completion.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF TACTILE WARNING SURFACING

A. General: Prepare substrate and install tactile warning surfacing according to manufacturer's written instructions unless otherwise indicated.

B. Place tactile warning surfacing units in dimensions and orientation indicated. Comply with location requirements of AASHTO MP 12.

3.3 INSTALLATION OF DETECTABLE WARNING TILES

A. Cast-in-Place Detectable Warning Tiles:

1. Concrete Paving Installation: Comply with installation requirements in Section 32 13 13 "Concrete Paving." Mix, place, and finish concrete to conditions complying with detectable warning tile manufacturer's written requirements for satisfactory embedment of tile.

2. Set each detectable warning tile accurately and firmly in place and completely seat tile back and embedments in wet concrete by tamping or vibrating. If necessary, temporarily apply weight to tiles to ensure full contact with concrete.

3. Set surface of tile flush with surrounding concrete and adjacent tiles, with variations between tiles and between concrete and tiles not exceeding plus or minus 1/8 inch from flush.

4. Protect exposed surfaces of installed tiles from contact with wet concrete. Complete finishing of concrete paving surrounding tiles. Remove concrete from tile surfaces.

5. Clean tiles using methods recommended in writing by manufacturer.

B. Removable Cast-in-Place Detectable Warning Tiles:

1. Concrete Paving Installation: Comply with installation requirements in Section 32 13 13 "Concrete Paving." Mix, place, and finish concrete to conditions complying with detectable warning tile manufacturer's written requirements for satisfactory embedment of removable tile.

2. Set each detectable warning tile accurately and firmly in place with embedding anchors and fasteners attached, and firmly seat tile back in wet concrete by tamping or vibrating. If necessary, temporarily apply weight to tiles to ensure full contact with concrete.

3. Set surface of tile flush with surrounding concrete and adjacent tiles, with variations between tiles and between concrete and tiles not exceeding plus or minus 1/8 inch from flush.

4. Protect exposed surfaces of installed tiles from contact with wet concrete. Complete finishing of concrete paving surrounding tiles. Remove concrete from tile surfaces.

5. Clean tiles using methods recommended in writing by manufacturer.

3.4 CLEANING AND PROTECTION

A. Remove and replace tactile warning surfacing that is broken or damaged or does not comply with requirements in this Section. Remove in complete sections from joint to joint unless otherwise approved by Owner's Representative. Replace using tactile warning surfacing installation methods acceptable to Owner's Representative.

B. Protect tactile warning surfacing from damage and maintain free of stains, discoloration, dirt, and other foreign material.

END OF SECTION

SECTION 33 41 00

STORM DRAIN IMPROVEMENTS AND UTILITY DRAINAGE PIPING

PART 1 - GENERAL

1.01 SECTION REQUIREMENTS

A. Perform site survey, research public utility records and/or pothole as necessary to verify existing wet and dry utility locations. Contact utility locating service for area where project is located.

B. Drainage design shall conform to local requirements.

C. Volume 1 - Contracting Requirements, and Division - 01 General Requirements apply to the Work of this Section.

1.02 ACTION SUBMITTALS

A. No action submittals are necessary.

1.03 INFORMATIONAL SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings:

1. Manholes: Include plans, elevations, sections, details, frames, and covers.

2. Catch basins and stormwater inlets. Include plans, elevations, sections, details, frames, covers, and grates.

3. Trench drains: include plans, elevations, sections, details, frames, covers, and grates

C. Field quality-control reports.

PART 2 - PRODUCTS

2.01 PIPE AND FITTINGS

A. Conduits shall be designed to have a minimum useful life of 50 years.

B. Cast-in-Place concrete pipe, Non-reinforced Concrete Pipe, and Reinforced Concrete Pipe conforming to the California Department of Transportation Standard Specifications will be acceptable.

C. Polyethylene (PE) large diameter profile wall pipe conforming to ASTM F894, ASTM F2306, or Polyvinylchloride (PVC) large diameter profile wall pipe conforming to ASTM F794 will be acceptable.

D. The minimum allowable pipe size for privately maintained systems is 12 inches.

2.02 MANHOLES, DRAIN INLETS, AND TRENCH DRAINS

A. Precast Concrete Manholes and Drain Inlets: Meeting local requirements and conform to ASTM C478. Joints between precast concrete risers and tops shall be full-bedded in cement mortar and shall be smoothed to a uniform surface on both interior and exterior of the structure. Traffic rated structures required as noted on drawings.

B. Manhole Frames and Covers: Cast gray iron, ASTM A48, Class 35B; cast ductile iron, ASTM A536, Grade 65-45-12; or cast aluminum, ASTM B26, Alloy 356.OT6. Include indented top design with lettering cast into cover. Traffic rated frames and covers required as noted on drawings.

C. Trench drains may either be field formed and cast, with compatible grate, or utilize a manufactures trench drain system. Trench drain systems shall be pre-engineered, manufactures systems that conforms to the design loading requirements of AASHTO H-20.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Verify existing elevations prior to extensive excavating and notify the State of any discrepancies. Contractor shall be liable for any premature construction, which must be modified due to unforeseen existing conditions.

B. Install piping beginning at low point of systems, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Variation from the prescribed grade and alignment shall not exceed one-tenth (0.10) foot, and the rate of departure from, or return to, the established grade or alignment shall be not more than one!1) inch in ten (10) feet, unless approved by the Engineer. No deviation from grade shall cause a depression in the invert that could retain fluids or solids.

C. Installation of pipe bedding and backfill shall be in accordance with Section 31 23 33 of these specifications.

D. Install piping with 24-inch minimum cover. Minimum cover required within the street Right-of-Way shall be 30 inches or per local standards, whichever is more stringent.

E. Use manholes or drainage inlets for changes in direction or pipe size.

F. Install PVC pipe and gasketed fittings with gaskets according to ASTM D2321.

3.02 FIELD QUALITY CONTROL

A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at beneficial occupancy of Project.

1. Submit separate reports for each system inspection.

2. Defects requiring correction include the following:

   a. Alignment: Less than full diameter of inside of pipe is visible between structures.

   b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.

   c. Damage: Crushed, broken, cracked, or otherwise damaged piping.

   d. Infiltration: Water leakage into piping.

   e. Exfiltration: Water leakage from or around piping.

3. Replace defective piping using new materials and repeat inspections until defects are within allowances specified.

4. Reinspect and repeat procedure until results are satisfactory.

B. Test piping systems for leaks and defects.

1. Do not enclose, cover, or put into service before inspection and approval.

2. Test completed piping systems according to requirements of authorities having jurisdiction.

3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.

4. Submit separate report for each test.

5. Gravity-Flow Storm Drainage Piping: Test according to requirements of authorities having jurisdiction and the following:

   a. Exception: Piping with soil tight joints unless required by authorities having jurisdiction.

   b. Option: Test plastic piping according to ASTM F 1417.

   c. Option: Test concrete piping according to ASTM C 924 (ASTM C 924M).

6. Force-Main Storm Drainage Piping: Perform hydrostatic test after thrust blocks, supports, and anchors have hardened. Test at pressure not less than 1-1/2 times the maximum system operating pressure, but not less than 150 psig.

a. PVC Piping: Test according to AWWA M23, "Testing and Maintenance" Chapter.

C. Leaks and loss in test pressure constitute defects that must be repaired.

D. Replace leaking piping using new materials and repeat testing until leakage is within allowances specified.

END OF SECTION

ATTACHMENT C-1

Department of Housing & Community Development
- CDBG Program

Disadvantaged Business and Section 3
BID Requirements

F Street Phase II - 3.5 to 5th Street

CONTRACT NO. 2026-1002.1

CITY OF CRESCENT CITY
PUBLIC WORKS DEPARTMENT
377 J Street
Crescent City, CA 95531
PH: 707.464.9506

DAVID YEAGER
Public Works Director
dyeager@crescentcity.org

Bid Requirements		
Attached	Form Description	Page
☐	Business Enterprise Information Form **(All Projects)**	3

Section 3

☐	Form 1-Assessment and Certifications **(All Projects)**	4
☐	Form 2-Permanent Employees (Section 3 Triggered)	5
☐	Form 3-Qualitive Efforts (Section 3 Triggered)	6-7
☐	Estimated Work Force Breakdown**(All Projects)**	8

Required within 5 days of bid opening from Apparent Low Bidder		
Attached	Form Description	Page

Disadvantaged Business Enterprise

☐	Form A, "Good Faith" List of Sub-Contractors Solicited	9
☐	Form B, "Good Faith" Effort Bid Received List	10
☐	Form C, Contractor /Recipient Certification	11
☐	Form D, A narrative description of the five good faith efforts	12

Section 3

☐	Worker/Targeted Worker/Employer Certification(Section 3 Resident Eligibility Certification)	13-14
☐	Business Concern Certification	16
☐	Section 3 Clause(Form 4, this should be included in all subcontracts)	17-18

NOTE TO BIDDERS: ALL applicable forms in this packet need to be returned with the bid. Failure to do so may result in the bid being disqualified.

Contractors and/or Subcontractors are expected to meet the minimum goals to the greatest extent feasible. (Note: Section 3 may not be required for all projects, but best efforts to comply with the minimum numerical goals are still highly recommended.) All efforts to utilize Section 3 business and workers should be documented, and this Section 3 Project Plan should be submitted for all relevant project bids.

BUSINESS ENTERPRISE INFORMATION FORM

This form is required for ALL projects and must be submitted with bid or application for funding.

OWNER NAME:	**OWNER PROJECT NUMBER:**
PROJECT DESCRIPTION:	**PROJECT LOCATION:**

PRIME CONTRACTOR INFORMATION

NAME/ADDRESS	**TYPE OF CONTRACT**	**SUBCONTRACTOR UTILIZATION**
Name of firm: Contact Person: Address: City/State/Zip: Phone: Email:	☐ ARCHITECT ☐ ENGINEER ☐ CONSTRUCTION ☐ SUPPLIER ☐ SERVICE	☐ This project WILL NOT utilize subcontractors. ☐ This project MAY utilize the following subcontractors
☐ DBE ☐ MBE ☐ WBE ☐ SEC. 3 ☐ OTHER	**AMOUNT OF CONTRACT/BID:**	

SUBCONTRACTOR INFORMATION

☐ DBE ☐ MBE ☐ WBE ☐ SEC. 3 ☐ OTHER ☐ Subcontractor ☐ Supplier/Service ☐ Joint Venture ☐ Broker TYPE OF CONTRACT/ TRADE: CONTRACT AMOUNT:	**NAME/ADDRESS** Name of Firm: Contact Person: Address: City, Zip: EIN/Phone: Email:
☐ DBE ☐ MBE ☐ WBE ☐ SEC. 3 ☐ OTHER ☐ Subcontractor ☐ Supplier/Service ☐ Joint Venture ☐ Broker TYPE OF CONTRACT/ TRADE: CONTRACT AMOUNT:	**NAME/ADDRESS** Name of Firm: Contact Person: Address: City, Zip: EIN/Phone: Email:
☐ DBE ☐ MBE ☐ WBE ☐ SEC. 3 ☐ OTHER ☐ Subcontractor ☐ Supplier/Service ☐ Joint Venture ☐ Broker TYPE OF CONTRACT/ TRADE: CONTRACT AMOUNT:	**NAME/ADDRESS** Name of firm: Contact Person: Address: City, Zip: EIN/Phone: Email:

GOALS FOR MBE & WBE PARTICIPATION

	% MBE	**% WBE**
Construction	6.8%	6.9%
Equipment	6.8%	6.9%
Services	6.8%	6.9%
Supplies	6.8%	6.9%

FORM COMPLETED BY

Name:	**Title:**	**Phone:**
Signature	**Date:**	**Email:**

FAILURE TO COMPLETE AND SUBMIT THIS FORM WITH BID,WILL CAUSE THE BID TO BE REJECTED AS NON-RESPONSIVE

Federal Section 3

FORM 1-ASSESSMENT AND CERTIFICATIONS

This form is required for **ALL** projects and must be submitted with bid or application for funding.

Project Information

Project Name:
Project Location or Address(es):

Developer/Contactor Information

Name of Firm:	Address:
Authorized Representative:	Title:
Phone:	Email:

1. Check all that apply to your business:
   - ☐ Your business is at least 51% owned and controlled by low- or very low-income persons
   - ☐ Over 75% of the labor hours performed for your business over the past three-month period were performed by Section 3 workers
   - ☐ Your business is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing
   - ☐ None of the above
2. Will you be hiring new employees or providing new training opportunities because of this contract? ☐ Yes ☐ No
3. Will you be using subcontractors to complete this project? ☐ Yes ☐ No
4. Is your bid/contract amount greater than $200,000? ☐ Yes ☐ No

If response to item 4 above is "YES," Section 3 requirements will be fully enforced on this project. Failure to comply may result in the suspension of funding. Please complete the certifications below and submit FORMS 1-4 with your bid or application for funding.

If NO, Section 3 participation is strongly encouraged but not required. Please attempt to meet the Section 3 goals to the greatest extent feasible. You must still complete the certifications below as applicable and return FORMS 1 and 2 with your bid or application for funding.

Certifications		YES	NO	N/A
All Projects:	By completing and signing this form, I agree to comply with all applicable requirements of the Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 75)	☐	☐	
	I understand that I must complete and submit FORMS 1 and 2 and submit them with my bid even if my bid is under $200,000.	☐	☐	
Projects over $200K:	I have included/will include the Section 3 Clause (FORM 5) in all subcontracts for which Section 3 compliance is required.	☐	☐	☐
	I understand that I am required to submit quarterly and final Section 3 reports (Form 6), associated forms as applicable (Forms 2, 3, and 4), and supporting documentation located in Section 3 Manual	☐	☐	☐
	I agree that my company has made and will continue to make efforts "to the greatest extent feasible" to comply with Section 3 as required by HUD.	☐	☐	☐
	I understand the minimum numerical goals for Section 3 participation and I have completed FORMS 1 through 4 and attached them to my bid.	☐	☐	☐

I declare that all statements contained in this form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of funding or other penalties as prescribed under 18 U.S. Code § 1001.

Authorized Representative Signature Date

Federal Section 3
FORM 2-LIST OF PERMANENT EMPLOYEES

This form is required for all **Section 3-triggered** projects (over $200,000) and must be submitted with bid or application for funding and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office) as of the signature date on FORM 1. Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes the worker's name, employer and job category and indicates Section 3/targeted Section 3 status.

No.	Name of Worker	Employer	Job Category/ Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker (Y/N)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Please note that your business may be eligible for Section 3 Business certification if at least 75% of your labor hours performed on all contracts over the past three-month period were performed by employees who meet one of the following categories below:

- The worker lives within one mile of the Section 3 project (or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census);
- The worker is a HUD YouthBuild participant; or
- The worker's income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at https://www.huduser.gov/portal/datasets/il.html.)

Federal Section 3
FORM 3-DOCUMENTATION OF QUALITATIVE EFFORTS

This form is required for all **Section 3-triggered** projects (over $200,000) and must be submitted with bid or application for funding, as well as with all quarterly or final compliance reports that indicate numeric goals were not met. Please fill out this form completely. Attach additional pages if needed.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

1. Describe all efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 workers. Attach additional pages if needed.

Attach supporting documentation such as:

- Copies of all publications, notices, pictures of posted notices, and other outreach materials.
- List of all Section 3 workers that responded to your outreach efforts (e.g., submitted job applications, phone logs, etc.); were any of them hired? If not, please explain why.
- **If not currently hiring** and later in the project period end up needing to hire please explain the intended method of filling the position/positions.

2. Describe all efforts made to notify Section 3 businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

Attach supporting documentation such as:

- Section 3 Business List used in solicitation.
- List of Section 3 business included in solicitation and documentation of efforts (emails, letters, phone, logs, etc.).
- List of Section 3 businesses that responded to your solicitation and/or outreach efforts; were any ofthem hired? If not, please explain why.
- Copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.

Federal Section 3
FORM 3-DOCUMENTATION OF QUALITATIVE EFFORTS
(Continued)

3. Describe all additional qualitative efforts made to comply with Section 3 requirements. See below for examples. Attach all applicable supporting documentation.

4. If there are employment opportunities associated with your project, include a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and (c) include the name, phone number and email address of an appropriate point of contact regarding employment opportunities.

Examples of Qualitative Efforts

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
- Provided technical assistance to help Section 3 Workers compete for jobs (e.g. resume assistance, coaching, etc.).
- Provided training or apprenticeship opportunities.
- Directed Section 3 Workers to obtain financial literacy training and/or coaching.
- Assisted or connected Section 3 Workers with assistance in seeking employment by helping them prepare for interviews, connecting residents to job placement services, or pointed them towards job fairs.
- Provided or referred Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Engaged in outreach efforts to identify and secure bids from Section 3 Business Concerns.
- Hosted job fairs.
- Divided contracts into smaller jobs to facilitate participation by Section 3 Business Concerns.
- Provided technical assistance to help Section 3 Business Concerns understand and bid on contracts.
- Provided application assistance for attendance at a community college, a four-year educational institution, or vocational/technical training.
- Provided bonding assistance, guarantees, or other efforts to support viable bids from Section 3 Business Concerns.
- Contacted business assistance agencies, minority contractors' associations, and community organizations to inform them of contracting opportunities and request their assistance in identifying Section 3 Business Concerns.
- Provided written notice to all known Section 3 Business Concerns of the contracting opportunities. The notice should be in sufficient time to allow Section 3 Business Concerns to respond to the bid invitation or request for proposal.
- Used the services and assistance of the U.S. Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce
- Promoted the use of the Section 3 Business Registry and HUD Opportunity Portal (https://hudapps.hud.gov/OpportunityPortal/).

Federal Section 3
Estimated Project Work Force Breakdown

This document must be submitted with ALL bid documents

Job Category	Total Estimated Positions Needed for Project	No. Positions Occupied by Permanent Employees	No. of Vacant Positions	No. of Positions to be filled with Section 3 and/or Targeted Section 3 workers and their estimated hiring date.
Supervisor				
Professional				
Technical				
Office/Cleric.				
Trade				
Journeyman				
Apprentices				
Trainees				
Others				
Trade				
Journeyman				
Apprentices				
Trainees				
Other				
TOTAL:	0	0	0	0

Section 3 Resident:
Individuals residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3-covered project is located. See attached income schedule.

_____
Company

_____
Project

_____
Project Number

Person Completing Form: _____

Authorized Signature _____ Date: _____

The employment and training component of Section 3 applies to the prime contractor and all subcontractors providing construction services or professional services to the CDBG programs. It is the responsibility of the Prime Contractor to enforce these same requirements within any subcontracts.

To be in compliance with HUD's/HCD's new Section 3 benchmarks, 25% of total labor hours must be Section 3 Workers and 5% of total labor hours must be Targeted Section 3 workers. Please note the Section 3 workers and Targeted Section 3 Workers must meet the minimum qualifications for the available job.

Federal-Form A
"Good Faith"
Effort List of Sub-Contractors Solicited

In accordance with 49 CFR Part 26.11(c), a bidder's list must be created and maintained of ALL firms bidding on prime contracts and bidding or quoting subcontracts; therefore, the following information is required.

THIS FORM TO BE COMPLETED AND RETURNED WITH BID SUBMITTAL BY ALL BIDDING ENTITIES.

Prime Contractor: _____
Address: _____
City, State, Zip: _____
Prime's Racial/Ethnic code: _____
Is Prime a Certified DBE? _____

Project Owner: _____
Address: _____
City, State, Zip: _____

Project Name: _____
Project Address: _____
City, State, Zip: _____

LIST ALL SUBCONTRACTORS, VENDERS, AND /OR SUPPLIERS CONTACTED FOR QUOTES PERTAINING TO THIS BID

	Company Name	Contact Person	Address	Phone Number	Contract Date	Task description	Response (Y/N)
☐							
☐							
☐							
☐							
☐							
☐							
☐							
☐							
☐							
☐							

If any of the above firms are "Certified Disadvantaged Business Enterprises," please designate by placing a check in the box beside the company name.

COMPLETED BY: _____

DATE: _____

Federal-Form B

"Good Faith" Effort Bids Received list

This form shall be completed and submitted with the bid proposal if the MBE/WBE goal cannot be met.

Name and Address of Certified Disadvantaged Business Enterprise	Dates of Contact	Method of Contact	Documents Attached	Utilization
Name:				☐ Selected
Address: ☐ DBE ☐ MBE ☐ WBE				☐ **NOT** Selected Reason:
Name:				☐ Selected
Address: ☐ DBE ☐ MBE ☐ WBE				☐ **NOT** Selected Reason:
Name:				☐ Selected
Address: ☐ DBE ☐ MBE ☐ WBE				☐ **NOT** Selected Reason:
Name:				☐ Selected
Address: ☐ DBE ☐ MBE ☐ WBE				☐ **NOT** Selected Reason:
Name:				☐ Selected
Address: ☐ DBE ☐ MBE ☐ WBE				☐ **NOT** Selected Reason:
Name:				☐ Selected
Address: ☐ DBE ☐ MBE ☐ WBE				☐ **NOT** Selected Reason:

Failure to accomplish and document good faith efforts may be cause for disqualification of this bid. Bidder MUST attach documentation regarding the good faith efforts put forth.

Documents may include Copies of letters sent, advertisements used, unacceptable bid responses, etc. Good faith efforts must show that the efforts could reasonably be expected to produce a level of DBE participation sufficient to meet the DBE goal of this project.

Authorized Signature: _____ Date: _____

Title: _____ Firm Name: _____

Federal-FORM C
CONTRACTOR/RECIPIENT CERTIFICATION

Firm Name _____ Phone _____

Address _____

Principle Service or Product: _____ Bid Amount _____

Please indicate percentage of ownership

☐ DBE ____ % Ownership ☐ Not a DBE Business

☐ Prime Contractor ☐ Supplier of Material/Service

☐ Subcontractor ☐ Broker

☐ Sole Ownership ☐ Corporation

☐ Partnership ☐ Joint Venture

Certified by _____ Title _____

Name _____ Date _____

Additional proof may be required upon written challenge of the certification by any person or agency. Falsification of this certification by a firm selected to perform federally funded work may result in a determination that the firm is non-responsive and ineligible for future contracts.

IMPORTANT: Contractors can no longer self-certify. They must be certified by EPA, small business administration (SBA), Department of Transportation (DOT), or by state, local, tribal, or private entities whose certification criteria match EPA's.

Proof of certification must be provided; a copy of the contractor certification must be submitted with this form.

This form must be submitted within 5 working days after the bid opening date

Federal-Form D

Disadvantaged Business Enterprise(DBE) Efforts

Narrative description of the affirmative actions that the contractor has taken to fulfill the five good faith efforts:

Six Good Faith Efforts (GFE)

Contractor is required to complete, and document, the GFE below to ensure that DBEs have the opportunity to compete for financial assistance dollars.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.

2. Make information on forthcoming opportunities available to DBEs, arrange time frames for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.

4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.

5. Use the services and assistance of the SBA and Minority Business Development Agency (MBDA) of the US Department of Commerce.

6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in items 1 through 5.

Examples of Documentation for the six Good Faith Efforts

- Use of current bidders/solicitation list or databases that includes DBEs;
- Use of trade journals/databases (local or national);
- Date of last update to bidders/solicitation list or database;
- How were DBEs made aware of the solicitation;
- Where and when posted;
- Sample of letters or records of communication with DBEs, SBA, Minority Business Development Agency;
- Sample of advertisement/posting;
- How long/frequency of advertisement/posting;
- Document good faith efforts of contractors;
- Identify type of outreach that was conducted;
- Date of pre-bid conference;
- Attendance list for pre-bid conference;
- Participation date of last DBE procurement outreach conference;
- Process used to determine if large requirement could be divided into smaller requirements,
- Include unsuccessful bidders on database or list

Websites to help locate DBE businesses

https://web.sba.gov/pro-net/search/dsp_search-help.cfm?goto=Certs

https://californiaucp.dbesystem.com/

Worker/Targeted Worker/Employer Certification

Name:		
Permanent Address:		
I am a resident of :	Community:	County:

Section 3 Income Limit as of June 1, 2025 for the county of Del Norte, where this project will take place.
1 Person=$52,600

Annualized Income Formula: **Base** rate of pay $_____ x 2080=_____

Section 1: Worker Self-Certification

Please read the following statements and check all that apply to you currently or during the time period beginning November 30, 2020.

☐ My individual annual income was at or below 80% Area Median Income (AMI) figure for a household of 1 for the county or area in which I live. (Table at the end of this packet provides annual 80% limits for each county.)

☐ I am or was a YouthBuild participant (within a 5-year window beginning on or after November 30, 2020).

Start (MM/DD/YYYY):

End (MM/DD/YYYY):

☐ I am or was a resident of public housing (within a 5-year window beginning on or after November 30, 2020).

Start (MM/DD/YYYY):

End (MM/DD/YYYY):

☐ I am or was a resident of other public housing projects or Section 8-assisted housing (within a 5-year window beginning on or after November 30, 2020).

Start (MM/DD/YYYY):

End (MM/DD/YYYY):

☐ None of the above apply to me.

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject the signer to penalties under Section 1010 of Title 18 of the United States Code.

Printed or Typed Name	Signature	Date

Federal Section 3

Worker and Targeted Worker/Employer-Certification Section 2:

Employer Certification

Employer Name:	

Employee Name:	

Please read the following statements and check all that apply to your employee currently or during the 5-year window from when you are first certifying them. The 5-year period cannot begin before November 30, 2020

☐ The employee listed in section 1 of this form is employed by our company, which is a Section 3 Business concern.

☐ The individual annual income was at or below 80% Area Median Income (AMI) figure for a household of 1 for the county or area in which the employee resides. (Table at the end of this packet provides annual 80% limits for each county.)

☐ **(For Housing and Community Development projects)**

Lives within the project service area as defined by the Grantee.
(See service area map on following page)

Dates of Residence:

- **Typically, this is a 1-mile radius of the project site or is within the allowed project service area (within the 5-year window).**
- **If fewer than 5,000 people live within one mile of the project site, the area is extended to a circle centered on the project site that encompasses a population of 5,000 people according to the recent census.**

☐ **None of the above apply.**

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject the signer to penalties under Section 1010 of Title 18 of the United States Code.

Printed or Typed Name and Title	**Signature**	**Date**

Section 3 Service Area Map

About

Neighborhood Service Area Definition Tool

This tool allows Housing and Community Development Section 3 Recipients to identify Targeted Section 3 Workers in accordance with 24 C.F.R. § 75.19.

Targeted Section 3 Workers are Section 3 Workers located within a one-mile radius of a Section 3 Project. If fewer than 5,000 people live within a one-mile radius of the project, then the radius is expanded until it is sufficient to encompass a population of 5,000 people according to the most recent census.

To use the tool type in the address of the Section 3 Project and it will provide a sum of the populations of each census tract that are included - in full or in part - within the default 1 mile radius. Use the slider bar to expand the radius of the circle until a population greater than 5,000 is reached. Population numbers are from ESRI's U.S. Census Tract Area Layer and are based on 2020 estimates. New U.S. Census data will be uploaded as soon as it is available.

If you would like a report of the census tracts shown on the map click the up arrow on the bottom of the screen, select the Options dropdown, then click Export all to CSV.

Ref: 24 C.F.R. Part 75

Section 3 Neighborhood Service Area

Search for an address or locate on map

play St, Crescent City, CA, 95531, USA

Show results within 1 Miles

0 15

Select filters to apply

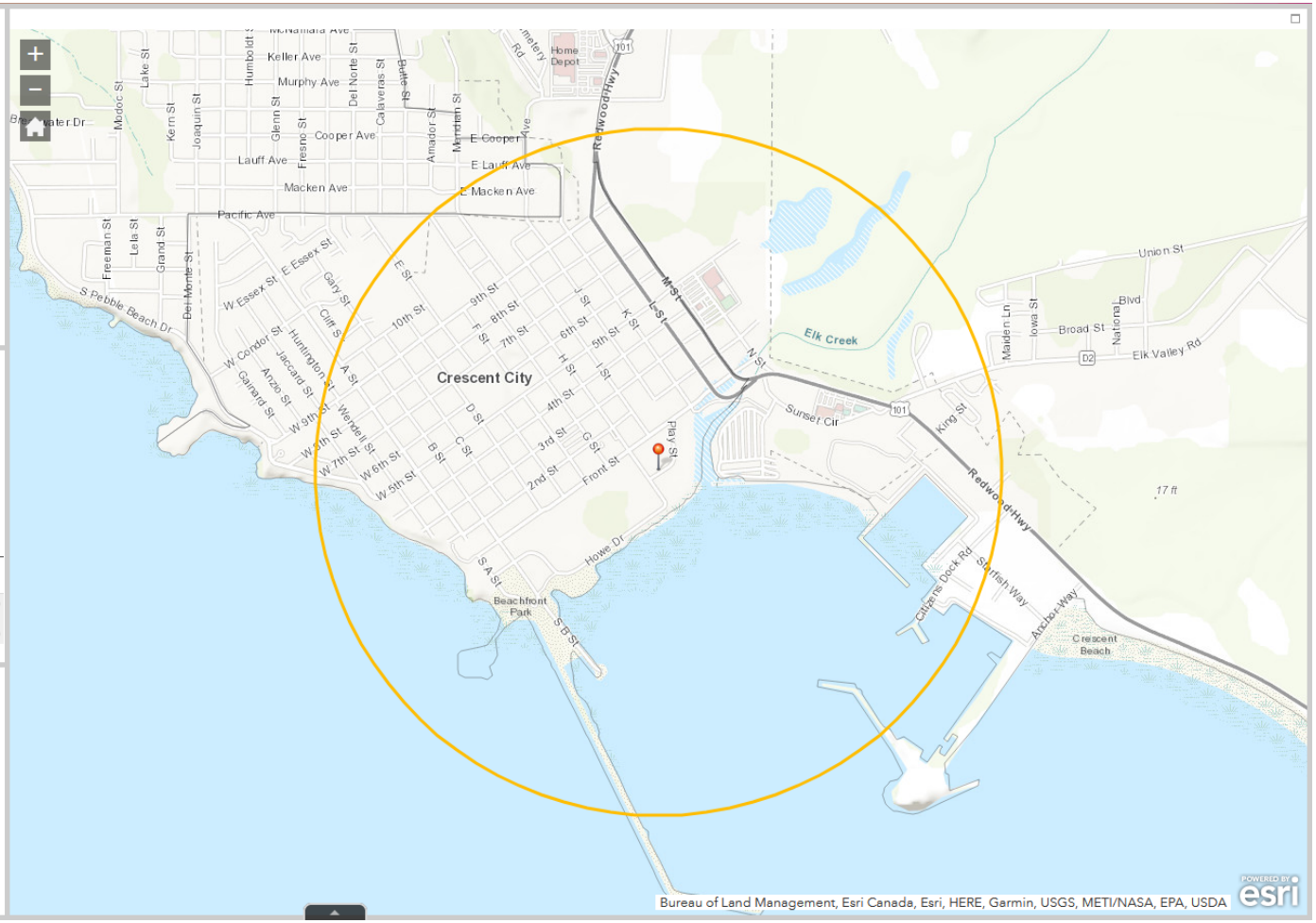
USA Census Tract Areas

USA Census Tract Area	0 mi

Population

✓7,589

Population of Selected Area



Federal Section 3

Business Concern Certification

To self-certify as a Section 3 Business Concern, per 24 CFR § 75, the company or firm must meet **at least one** of the categories below. Supporting documentation must be provided with this form to be confirmed as a Section 3 Business.

Pleas read the following statements and **check all that apply to your business.**

Check if Applies	Section 3 Business Category	Additional Required Data
☐	51% or more of he business is owned by low- or very low-income persons.	Proof of ownership showing all owners and their percentages and a completed Section 3 Business Owner Self-Certification form for all low- and very low-income owners.
☐	75% of the labor hours performed for the business over the prior 3 month period were performed by Section 3 workers.	Provide the last 90 days full payrolls for the entire company. Provide a list of employees who worked the last 90 days with the total hours worked for each employee and indication of which employees are Section 3 Workers.
☐	At least 51% owned and controlled by current residents of public housing or Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a documentation of residence in public housing or a Section 8 unit.
☐	None of the above apply to this business.	

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject the signer to penalties under Section 1010 of Title 18 of the United States Code.

_____ _____

Authorized Signature Date

_____ _____

Printed Name Title

Business Name: _____

Business Address: _____

Telephone Number: _____ Type of Business (Check One):

☐ Corporation

☐ Sole Proprietorship

☐ Partnership

☐ Joint Venture

County or Metropolitan Service Area (MSA).
Where business is Located: _____

Business Services (list): _____

Federal Section 3

Form 4 -Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause).

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from
complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both
employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to engage in qualitative efforts including but not limited to:

   a. Engaging in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
   b. Providing training or apprenticeship opportunities.
   c. Providing or referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
   d. Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.
   e. Promoting the use of business registries designed to create opportunities for disadvantaged and small businesses.
   f. Engaging in outreach and referrals with the state one-stop system of the workforce Innovation and Opportunity Act.

E. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance
with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an
applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

F. The contractor must meet the requirements of 24 CFR part 75.19, regardless of whether Section 3 language is included in agreements, program regulatory agreements, or contracts. these requirements include:

a. Employment and Training

i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, contractors covered by this subpart will ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 Workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

ii. Where feasible, priority for opportunities and training should be given to:

1. Section 3 Workers residing within the service area or the neighborhood of the project; and

2. YouthBuild participants.

b. Contracting

i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 Workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

ii. Where feasible, priority for contracting opportunities should be given to:

1. Section 3 business concerns that provide economic opportunities to Section 3 Workers residing within the service area or the neighborhood of the project; and

2. YouthBuild programs.

G. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

H. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

I. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

J. Contractor will retain all documentation, Contracts, and records for a minimum of five years.

ATTACHMENT C-2

Department of Housing & Community Development
- CDBG Program
Labor Compliance Manual & Contract Language

F Street Phase II - 3.5 to 5th Street

CONTRACT NO. 2026-1002.1

CITY OF CRESCENT CITY
PUBLIC WORKS DEPARTMENT
377 J Street
Crescent City, CA 95531
PH: 707.464.9506

DAVID YEAGER
Public Works Director
dyeager@crescentcity.org

CONTRACT ACKNOWLEDGEMENT

The provisions included in this section are by this reference attached to the bid document, contract, and all sub-contracts associated to this contract. The signature provided below acknowledges the references as stated, states understanding, and ensures compliance. This page and all required forms shall be provided to the compliance officer with original blue ink, wet signatures/valid digital signatures(valid digital signatures will have a time/date stamp) prior to construction commencing (This is required for both the General Contractor and Sub-Contractors).

Attached	Form	Who	Page
☐	Contract acknowledgement	All Contracts	2 (This Page)
☐	Non-Debarment Certification	All Contracts $100,000 or More	27
☐	Disadvantaged Business Forms	All Contracts	28-29
☐	Race and Ethnic Data Reporting Form	All Contracts	30
☐	Drug Free Workplace Certification	All Contracts	31
☐	Anti-Lobbying Certification	All Contracts	32
☐	Certification of Understanding and Authorization	All Contracts (To be completed by each person who processes Certified Payrolls.)	33
☐	Labor Standards and Prevailing Wage Requirements	All Contracts	34-35
☐	Wage Determination Comparison Chart	All Contracts	36
☐	Copies of Contracts/Purchase Order/Invoice/Quote with any Sub-Contractors or material supplier on site	All Contracts	Please Provide
☐	Provide Unique Entity ID (UEI) from SAM.GOV	All Contracts	Printed Copy
☐	Verification of **active** SAM.GOV Registration	**General Contractor ONLY**	28-29

At the time of progress payment by the general contractor to the Agency, the following documents shall be submitted by the general contractor to the Labor Compliance Officer for all work performed:

☐	Fringe Benefit Statement	All Contracts	37
☐	DAS 140 Evidence of submittal for EACH craft employed on the project	All Contracts	38
☐	DAS 142 Or Verification of Union Status	All Contracts	39
☐	WHD 347 Certified Payroll, WHD 348 Statement of Compliance, and ECPR Confirmation(Non-Performances when applicable)	All Contracts	40-41
☐	Evidence of Training fees paid	All Contracts Copy of Invoice & Check -or-Agency Letter	
☐	List of employees including address, phone number, and hire date	All Contracts will need to provide twice. Once at start & Once at conclusion of project	Please Provide

By signing below you acknowledge you have read and understand the provisions included in this document and if applicable the Section 3 appendix made part of this document by this reference, and will ensure the provisions are included in all contracts and sub-contracts connected to the project, and shall comply as outlined.

Signature: _____ Date: _____

UEI: _____ EIN: _____

Address: _____ City/State/Zip: _____

Phone: _____ Email: _____

DIR No. _____ CSLB No: _____

PROVISIONS / REQUIREMENTS

I. Perform the work in accordance with all applicable federal, state, and local housing and building codes, such as environmental, building, planning, zoning, health and safety, relocation, labor, fair employment, and historic preservation.

II. The provisions included in this document will be made part of each sub-contract associated with this contract including first, second, third etc. tier sub-contractors. A copy of each contract shall be provided showing this as being added to their contract and the contract is in full force. Failure to provide shall result in withholding of payment until compliance is obtained. Each sub-contractor is required to comply with all provisions herein. Failure to comply will result in non-compliance and the General will be held accountable for the actions of the sub-contractor.

III. Compliance with all requirements of Davis Bacon and Prevailing Wage rules and regulations outlined in the provisions included in this document and state and federal regulations is required to be in compliance with the contract. Failure to provide the required items as outlined herein or requested to support the compliance of such provisions will be determined as non-compliance and payment may be withheld until compliance is attained.

Resources:

https://www.hud.gov/sites/documents/4812-LRGUIDE.PDF

https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fedprojc.pdf

IV. **Certification, Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions**

No contract shall be made to parties on the List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with 2 CFR 200.213 and E.O.'s 12549 and 12689, "Debarment and Suspension." (Required by the regulations implementing Executive Order 12549 and Executive Order 12689), Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of May 26, 1988 Federal Register (p. 19160 –19211). **Complete the form included on page 27**.

Prior to allowing any sub-contractor to begin work on the job, Contractor must obtain written approval from the Agency. Contractor will submit name, license number, Department of Industrial Relations registration number, UEI number, active SAM.GOV registration, place of business, and service provided. Contractor will submit copies of all sub-contracts, incorporating these contract documents by reference, within 10 days of execution. Contractor will also supply labor standards certifications and insurance certifications for all sub-contractors with sub-contracts.

V. **Conflict of interest** Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, sub-contract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

VI. **Bonding and Insurance Requirements** The minimum requirements for contracts exceeding $150,000 for construction shall be as follows:

(A) A Bid Bond or certified check shall be filed with each bid equivalent for 5% of the bid price as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the specified time.

(B) A Performance Bond for 100% of the contract price to assure fulfillment of the contractor's obligations under the contract.

(C) A Payment Bond for 100% of the contract price to assure payment of all persons supplying labor and/ or materials in the execution of the work provided for in the contract.

The Bid Bond must be submitted with the bid and the Performance Bond and Payment Bond must be provided to the owner before construction begins on the project.

VII. **Access of Records and Retention of Records**

This section is applicable to all Contracts and Sub-contracts.

(A) Access to records. The City/County, sub grantee, Federal grantor agency, The State of California, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, Office of the Inspector General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor or Sub-contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions from such records including, but not limited to, Contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract . Such access shall be granted at any time during normal business hours and as often as deemed necessary.

(B) Documentation of costs. All cost shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, purchase orders, or other accounting documents. All documents pertaining in whole, or part of this contract shall be clearly identified and readily available.

(C) Record Retention. All required records must be maintained by the contractor for a period of five years after the grantee makes final payments and to all other pending matters are closed.

VIII. **Equal Opportunity Provisions**

This section is applicable to all Contracts and Sub-contracts.

(A) Minority Business Enterprise (Executive Orders 11625 "Prescribing Additional Arrangements for Developing and Coordination a National Program for Minority Business Enterprise," dated October 13, 1971 and 12432
"Minority Business Enterprise Development," dated July 14, 1983) and **Women's Business Enterprise** (Executive Order 12138 "Creating a National Women's Business Enterprise Policy and Prescribing Arrangements for Developing Coordinating and Implementing a National Program for Women's Business Enterprise," dated May 18, 1979).

Affirmative steps must be taken by all contractors to assure small, minority and women owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Include any such qualified firms on solicitations lists;
2. Assure that such firms are solicited whenever they are potential sources;
3. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit such firms maximum opportunities for participation through sub-contracting;
4. Where possible, establish delivery schedules which will encourage such participation; and
5. Keep records of all efforts and results.

(B) Civil Rights, HCD, and Age Discrimination Act Assurances

This section is applicable to all Contracts and Sub-contracts

During the performance of this Contract the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964 (42USC 2000d), Title I of the Housing and Community Development Act of 1974, as amended (42USC 6101-07), and the Age Discrimination Act of 1975, as amended (42USC 6101-07) which prohibits discrimination on the basis of age and all implanting regulations.

(C) State Nondiscrimination Clause

This section is applicable to all Contracts and Sub-contracts.

1. During the performance of this Agreement, Contractor and its sub-contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin,physical disability (including HIV and AIDS), mental disability, medical condition (cancer),age (over 40), marital status, and denial of family care leave. Contractor and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractorand sub-contractors shall comply with the provisions of the Fair Employment and HousingAct (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its sub-contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

2. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all Sub-contracts to perform work under the Contract.

(D) Equal Employment Opportunity Clause

This section is applicable to all Contracts and Sub-contracts of $10,000 or more Section 202 Equal Employment Opportunity Clause (Executive Order 11246 dated 9/24/65, as amended by Executive Order 1135 dated 10/13/67 and Executive Order 120869 dated 10/5/78, and as supplemented in Department of Labor Regulations (41CFR, Part 60 1.34(b))

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placedby or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by ruled, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protectthe interests of the United States.

8. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

9. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

10. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to
Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(E) Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity: Executive Order 11246:

This section is applicable to all Contracts and Sub-contracts of $10,000 or more;

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and women participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas are as follows:

TIMETABLES	GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR WOMEN PARTICIPATION IN EACH TRADE
April 1, 1981 Until further notice	6.8%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60- 4.3(a), and its efforts to meet the goals. The hours of minority and women employment and training must be substantially uniform through the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or women employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, within 10 working days of award of any construction or sub-contract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification s shall list the name, address, and telephone number of the contractor or sub-contractor; estimated starting and completion dates of the contract; and the geographical area in which the contract is to be performed.

4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" map is shown on page 32 of the Section 3 Manual.

5. OFCCP Contact information:
U.S. Department of Labor for OFCCP 90 7th
Street
Suite # 18-300
San Francisco, CA 94103
(415) 625-7800
(415) 625-7799 (Fax)
(877) 889-5627 (TTY-National Office)

(F) Standard Federal Equal Employment Opportunity Construction Contract

Specifications: Executive Order 11246 (41 CFR Part 60-1):
This section is applicable to all Contracts and Sub-contracts of $10,000 or more;

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.

   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).

      ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).

      iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian subcontinent or the Pacific Islands).

      iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any sub-contractor at any tier, sub-contracts a portion of the work involving any construction trade, it shall physically include in each sub-contract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually

or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or sub-contractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or sub-contractors toward a goal in an approved plan does not excuse any covered contractor's or sub-contractor's failure to take good faith efforts to achieve the plan's goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more

women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor bythe union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additionalactions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approvedby the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7.b. above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the

initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and sub-contractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.

l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for sub-contracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor- community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a. through 7.p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is under- utilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The contractor shall not enter into any sub-contract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing sub-contracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area resident (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

IX. **Clean Air Act, Federal Water Pollution Control Act, and E.O. 11738**

This section is applicable to all Contracts and Sub-contracts of $150,000 or more.

a. The undersigned agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et. seq., and the Federal Water Pollution Control Act as amended, 33 U.S.C. 1251 et. seq. Violations shall be reported to the appropriate Regional Office of the Environmental Protection Agency.
b. The undersigned shall include the language of this certification in all contracts and sub-contracts in excess of $150,000.

X. **Procurement of Recovered Materials**

This section is applicable to all Contracts and Sub-contracts of $150,000 or more.

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   - Competitively within a timeframe providing for compliance with the contract performance schedule
   - Meeting contract performance requirements; or
   - At a reasonable price

b. Information about this requirement, along with the list of EPA designated items, is Available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

XI. **Certification of Understanding and Authorization**

This section is applicable to all Contracts and Sub-contracts Complete and return form provided on page 33 hereto attached and incorporated into this contract and sub-contracts.

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the Minutes of the Pre-Construction Conference, the State and Federal Labor Standards clauses pertaining to the subject project and the U.S. Department of Labor and State Department of Industrial Relations' wage determinations and select the following for the presented project.

XII. **Anti-Lobbying Certification**

This section is applicable to all Contracts and Sub-contracts. Form on Page 32

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 24 CFR Part 87 and Section 1352, U.S. Code. Any person who makes an expenditure prohibited by this part shall be subject to a civil penalty of not less than $20,489 and not more than $204,892 for each such expenditure. Any person who fails to file or amend the disclosure form (see appendix B of this part) to be filed or amended if required by this part, shall be subject to a civil penalty of not less than $20,489 and not more than $204,892 for each such failure.

Contractor certifies, to the best of his or her knowledge or belief, that:

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

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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The language of this certification shall be included in all award documents for all sub-awards at all tiers (including Sub-contracts, sub-grants, and Contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this ttransaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. code. Any person who fails to file the required certification shall be subject to a civil penatly of not less that $10,000 and not more than $100,000 for such failure.

XIII. **Child Support Compliance Act**

This section is applicable to all Contracts and Sub-contracts of $100,000 or more. Contractor acknowledges and agrees to the following:

The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and the

Contractor, to the best of his/her knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department

XIV. **Workers'' Compensation, Unemployment, Disability and Liability Insurance**

This section is applicable to all Contracts and Sub-contracts

The Contractor shall have and maintain in full force and effect during the term of this agreement such forms of insurance, at such levels, as may be determined by the City/County and the State to be necessary for specific components of the grant activity, including, but not limited to, worker's compensation insurance, unemployment insurance, disability insurance and liability insurance.

XV. **Reporting**

This section is applicable to <u>all</u> Contracts and Sub-contracts

Contractor and sub-contractors shall provide regular reports to Adams Ashby Group compliance officer. Reports to be submitted to granting agency shall be provided to compliance officer in a reasonable time to allow for review and corrections prior to submittal to the granting agency.

Within 5 days of Notice of Award, Contractor and all Sub-contractors, including lower tier sub-contractors, will supply:

- Certificate of Understanding and Authorization (Pg. 33)
- Contractors Certification Regarding State Labor Standards (Pg. 34-35)
- Fringe Benefit Statement (Pg. 37)
- Anti-lobbying Statement (Pg. 32)
- Fed vs State Wage Determination/Classification Table completed (Pg. 36)
- Insurance certificates-liability, auto and workers comp with contractor or City as additional insured
- Signed Sub-Contract agreement/Quote/Purchase order
- Drug-free Workplace Certification (Pg. 31)

XVI. <u>Certified Payrolls</u>

a. Contractor will submit a Certified Payroll Report and Federal Statement of Compliance with **original blue ink, wet signature <u>or</u> valid digital signature** (valid digital signatures will have a time/date stamp) within seven days of the end of payroll period. This includes the required E-CPR filed with the State of California DIR electronic payroll submittal process (PWC-100).
b. Contractor will supply all back up documentation for all deductions including "other"
c. The project is subject to State and Federal Davis Bacon requirements. When there is a difference between the State and federal prevailing wage rate, the contractor **<u>must</u>** pay the higher rate.
d. Labor Compliance Reports (LCR) will be issued monthly, and a response will be required within 7 days of report issuance.

Contractors and Sub-contractors understand and agree to supply upon request any additional information that may be needed for better understanding and/or required in order to comply with state and federal statutory and regulatory requirements.

XVI. **Drug-Free Workplace.** Contractor certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. See Form provided on Pg. 31

XVII. **Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.**

This section is applicable to all Contracts and Sub-contracts

City/County is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. City/County is the owner of any invention or discovery that is produced during the time of this contract and related to the project. At any time during the term of this Agreement, at the request of City/County, Contractor and/or sub-contractor shall deliver to City/County all inventions, findings, writings, records, and information created or maintained pursuant to this Agreement. The term "writings" includes, but is not limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostatting, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, electronic files or combinations thereof.

XVIII. **Awarding agency requirements and regulations pertaining to copyrights and rights in data.**

This section is applicable to all Contracts and Sub-contracts

(a) *Definitions*. As used in this clause—

"Data" means:

Recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Unlimited rights" means:

The rights of the City/County to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The City/County shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause. (iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) The Contractor shall not assert or authorize others to assert any claim to copyright

subsisting in any data first produced in the performance of this contract without prior written permission of the contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of City/County sponsorship (including contract number) to the data when delivered to the City/County, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the City/County, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the County.

(ii) If the City/County desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the City/County, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) *Indemnity*. The Contractor shall indemnify the City/County and its officers, agents, and employees acting for the City/County against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the City/County and incorporated in data to which this clause applies.

XIX. **Energy Efficiency.**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the California energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

The contractor is encouraged to implement green infrastructure policies to the extent practicable and is encouraged, where appropriate, to utilize construction methods that emphasize high quality, durability, energy efficiency, a healthy indoor environment, sustainability, and water or mold resistance, including how it will support adoption and enforcement of modern building codes and reduction of hazard risk, including possible sea level rise, storm surge, and flooding. All rehabilitation, reconstruction, and new construction should be designed to incorporate principles of sustainability, including water and energy efficiency, resilience, and mitigating the impact of future disasters. Whenever feasible, the contractor should follow best practices such as those provided by the U.S. Department of Energy Home Energy Professionals: Professional Certifications and Standard Work Specifications.

XXI. **Federal Labor Provisions (HUD 4010)** *This section is applicable to all Contracts and Sub-contracts* Federal Wage Determination assigned to this project: **CA20230004 03/17/2023** attached hereto by reference.

XXII. The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(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 29 CFR-5.5(a)(1)(iv); 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 Part 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 record 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 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster
(WH-1 321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the other workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall t>e classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met

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

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

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

(4) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives. and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(5) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or sub- contractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis- Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker. his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I (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 pro- gram described in Section I (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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the

Superintendent of Documents (Federal Stock Number 029-005-WO14-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all sub-contractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.) (WH-347 is included on pages 40).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance(WH-348 is included on pages 41)," signed by the contractor or sub-contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

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

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

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

(d) The falsification of any of the above certifications may subject the contractor or sub-contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231of Title 31 of the United States Code.

(iii) The contractor or sub-contractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or sub-contractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Further- more, failure to submit the required records upon request or tomake such records available may be grounds for debarment action pursuant to 29 CFR Part5.1 2.

4. (i) Apprentices and Trainees. Apprentices will be permitted to work at less than the predetermined rate for the work they per- formed 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment asan apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. 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 ofthe 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 sub-contractor'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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

6. Sub-contracts. The contractor or sub-contractor will insert in any sub-contracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the sub-contractors to include these clauses in any lower tier sub-contracts. The prime contractor shall be responsible for the compliance by any sub-contractor or lower tier sub-contractor withall the contract clauses in 29 CFR Part 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 sub-contractor 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 sub-contractors) and HUD or its designee, the
U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be sub-contracted 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . .makes, utters or publishes any statement knowing the same to be false . . .shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any sub-contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or sub-contractor 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 eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any sub-contractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and sub-contractor 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 sub- paragraph (1) of this paragraph, in the sum of $1 0 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee 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 sub-contractor under any such contract or any other Federal contract with the same prime contract or any other Federally-assisted con- tract subject to the Contract Work Flours 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 sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Sub-contracts.** The contractor or sub-contractor shall insert in any sub-contracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the sub-contractors to include these clauses in any lower tier sub-contracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91 -54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every sub-contract so that such provisions will be binding on each sub-contractor. The Contractor shall take such action with respect to any sub-contract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

D. Company Sponsored Benefit Plans

Company sponsored benefit plans must be approved in writing by the Department of Labor. Documentation of such approval will be submitted within ten days of contract execution. Any deduction related to unapproved plans will require signed authorization from the employee to accompany the first payroll where the deduction is listed.

XXII. **STATE LABOR STANDARDS PROVISIONS**

This section is applicable to all Contracts and Sub-contracts

State prevailing wage rates shall apply when the State wage rate is higher than the Federal wage rate. All contractors and sub-contractors are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailingwages.

All contractors and sub-contractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

All contractors and sub-contractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or sub-contractor shall forfeit, as a penalty, $25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.

Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than l-l/2 times the basic rate of pay.

All primary contractors and sub-contractors who are listed on a bid proposal for a public works project must be registered with the Department of Industrial Relations. This is in accordance with Labor Code section 1771.1(a). No primary contractor or sub-contractor can be awarded a public works contract unless registered with the Department of Industrial Relations (Labor Code section 1725.5). Link for registration and additional information is provided below: http://www.dir.ca.gov/Public-Works/Contractors.html

XXIII. **Contractor's/Sub-Contractor's Concerning Labor Standards and Prevailing Wage Requirements** *This section is applicable to all Contracts and Sub-contracts*

Complete a wage comparison chart using both State and Federal wage rates and return

within 10 days of award for approval. **It is the responsibility of the contractor to compare both Federal and State wages to determine and pay the higher of the two**.
NO HELPER CLASSIFICATIONS ARE ALLOWED ON THIS PROJECT.

XXIV. **Other Provisions**

Owner Operators: All owner operators must either be added to the General Contractors payroll and processed as an employee of the General **-OR-** owner operator must submit certified payrolls to the General for review. The General Contractor shall review for accuracy then sign the Statement of Compliance.

Trucking Brokers: Trucking brokers will not be allowed on the project. If the operator is an employee of the brokers agency and the agency is a licensed contractor, then the Broker Agency would be the sub-contractor and provide all of the required documents as outlined herein and perform as a sub-contractor.

Architectural Barriers Act and the Americans with Disabilities Act
§ 570.487 Other applicable laws and related program requirements.

Lead-Based Paint Poisoning Prevention Act. (EXISTING HOUSING ONLY) States shall devise, adopt and carry out procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

Contractor shall comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations in 24 CFR part 75. Section 3 requires that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons. (SEE APPENDIX PROVIDED AND IS HERETO ATTACHED BY THIS REFERENCE)

Architectural Barriers Act and the Americans with Disabilities Act. (ALL CONSTRUCTION CONTRACTS) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally-funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this subpart after November 21, 1996 and that meets the definition of residential structure as defined in 24 CFR 40.2, or the definition of building as defined in 41 CFR 101-19.602(a), is subject to the requirements of the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards. For general type buildings, these standards are in appendix A to 41 CFR part 101-19.6. For residential structures, these standards are available from the Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Disability Rights Division, Room 5240, 451 Seventh Street, SW, Washington, DC 20410; telephone

(202) 708-2333 (voice) or (202) 708-1734 (TTY) (these are not toll-free numbers).

[57 FR 53397, Nov. 9, 1992, as amended at 59 FR 33894, June 30, 1994; 60 FR 1916, Jan. 5, 1995; 61 FR 54922, Oct. 22, 1996; 64 FR 50225, Sept. 15, 1999; 80 FR 42367, July 16, 2015]

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,

INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING THIS CERTIFICATION, READ INSTRUCTIONS BELOW)

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

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

Grant Number: _____ **Name of Participant:** _____

Participant Address: _____ _____ _____

Signature Date

Name/Title of Authorized Representative: _____

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. 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.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. 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.
6. The prospective lower 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", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the non-procurement List.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 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.

BUSINESS ENTERPRISE INFORMATION FORM

This form is required for ALL projects

OWNER NAME:	**OWNER PROJECT NUMBER:**
PROJECT DESCRIPTION:	**PROJECT LOCATION:**

PRIME CONTRACTOR INFORMATION

NAME/ADDRESS

Name of firm:
Contact Person:
Address:
City/State/Zip:
Phone:
Email:

TYPE OF CONTRACT

- ☐ ARCHITECT
- ☐ ENGINEER
- ☐ CONSTRUCTION
- ☐ SUPPLIER
- ☐ SERVICE

SUBCONTRACTOR UTILIZATION

- ☐ This project WILL NOT utilize subcontractors.
- ☐ This project MAY utilize the following subcontractors

☐ DBE ☐ MBE ☐ WBE ☐ SEC. 3 ☐ OTHER

AMOUNT OF CONTRACT/BID:

SUBCONTRACTOR INFORMATION

☐ DBE ☐ MBE ☐ WBE ☐ SEC. 3 ☐ OTHER

☐ Subcontractor ☐ Supplier/Service
☐ Joint Venture ☐ Broker

TYPE OF CONTRACT/ TRADE:

CONTRACT AMOUNT:

NAME/ADDRESS

Name of Firm:
Contact Person:
Address:
City, Zip:
EIN/Phone:
Email:

☐ DBE ☐ MBE ☐ WBE ☐ SEC. 3 ☐ OTHER

☐ Subcontractor ☐ Supplier/Service
☐ Joint Venture ☐ Broker

TYPE OF CONTRACT/ TRADE:

CONTRACT AMOUNT:

NAME/ADDRESS

Name of Firm:
Contact Person:
Address:
City, Zip:
EIN/Phone:
Email:

☐ DBE ☐ MBE ☐ WBE ☐ SEC. 3 ☐ OTHER

☐ Subcontractor ☐ Supplier/Service
☐ Joint Venture ☐ Broker

TYPE OF CONTRACT/ TRADE:

CONTRACT AMOUNT:

NAME/ADDRESS

Name of firm:
Contact Person:
Address:
City, Zip:
EIN/Phone:
Email:

GOALS FOR MBE & WBE PARTICIPATION

	% MBE	**% WBE**
Construction	6.8%	6.9%
Equipment	6.8%	6.9%
Services	6.8%	6.9%
Supplies	6.8%	6.9%

FORM COMPLETED BY

Name:	**Title:**	**Phone:**
Signature	**Date:**	**Email:**

FAILURE TO COMPLETE AND SUBMIT THIS FORM WITH BID,WILL CAUSE THE BID TO BE REJECTED AS NON-RESPONSIVE

Federal-FORM C
CONTRACTOR/RECIPIENT CERTIFICATION

Firm Name _____ Phone _____

Address _____

Principle Service or Product: _____ Bid Amount _____

Please indicate percentage of ownership

☐ DBE ____ % Ownership ☐ Not a DBE Business

☐ Prime Contractor ☐ Supplier of Material/Service

☐ Subcontractor ☐ Broker

☐ Sole Ownership ☐ Corporation

☐ Partnership ☐ Joint Venture

Certified by _____ Title _____

Name _____ Date _____

Additional proof may be required upon written challenge of the certification by any person or agency. Falsification of this certification by a firm selected to perform federally funded work may result in a determination that the firm is non-responsive and ineligible for future contracts.

IMPORTANT: Contractors can no longer self-certify. They must be certified by EPA, small business administration (SBA), Department of Transportation (DOT), or by state, local, tribal, or private entities whose certification criteria match EPA's.

Proof of certification must be provided; a copy of the contractor certification must be submitted with this form.

CONTRACTOR'S/SUB-CONTRACTOR'S RACE AND ETHNIC DATA REPORTING FORM

Provide a copy of this form for the primary owner of the company. Instruction provided below.

Ethnic Categories*	Select One
Hispanic or Latino	☐
Not-Hispanic or Latino	☐
Racial Categories*	**Select All that Apply**
American Indian or Alaska Native	☐
Asian	☐
Black or African American	☐
Native Hawaiian or Other Pacific Islander	☐
White	☐
Other	☐

Name:	Signature	Date

INSTRUCTIONS:

A. The two ethnic categories you should choose from are defined below. You should check one of thetwo categories.

☐ **1. Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

☐ **2. Not hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

B. The five racial categories to choose from are defined below: You should check as many as apply to you.

☐ **1. American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America(including Central America), and who maintains tribal affiliation or community attachment.

☐ **2. Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, The Philippine Islands, Thailand, and Vietnam

☐ **3. Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American".

☐ **4. Natice Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, guam, Samoa, or other Pacific Islands.

☐ **5. White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above-named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above-named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's work- place and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(l) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d. (2) from an em- ployee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, includ- ing position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d. (2), with respect to any employee who is so convicted ---

(l) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program ap- proved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUDfunding of the program /activity shown above: Place of Performance shall include the street address, city, county, State , and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding)

☐ Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any informationon provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official | Title

Signature | Date

X

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485 .1 & .3

Anti-Lobbying Certification

The undersigned official of _____ (contractor) certifies, to the best of his or her knowledge and beleif that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3) It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Signature of Authorized Official Date

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

PROJECT NAME:

Contractor Name: License No:	Contractor Address:

All contractors and sub-contractors shall forward this certification to the Local Contracting Agency prior to beginning work on the job site.

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the Minutes of the Pre-construction Conference, the State and Federal labor standards clauses pertaining to the subject project and the U.S. Dept. of Labor and State Dept. of Industrial Relations' wage determinations and select the following for the presented project(s):

(List Craft and Classifications here – use separate sheet if necessary)

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany our weekly certified payroll reports for this project:

Payroll Officer Name:	Signature

Authority provided by Owner:

Name:	Signature	Date

CONTRACTOR'S/SUB-CONTRACTOR'S
CONCERNING LABOR STANDARDS AND PREVAILING WAGE
REQUIREMENTS

TO:	DATE:
	PROJECT NUMBER (IF ANY):
CONTRACTOR LIC. NO.	PROJECT NAME:

1. The undersigned, having executed a contract with:

_____

For the construction of the above identified project, acknowledges that:

A. The labor standards provisions are included in the aforesaid contract;

B. Correction of any infractions of the aforesaid conditions, including infractions by any of his/her sub-contractors and any lower tier sub-contracts, is his/her responsibility.

C. He/she is aware of the provisions of Section 1774 of the California Labor Code which requires that the State prevailing wage be paid to workmen employed in connection with the contract. He/she is also aware that if Federal funds are used to finance any part of the construction of the above-identified project, that the Davis-Bacon Act also applies. He/she understands that the requirements for payment of prevailing wages apply to the work he/she will perform for this project and agree to comply with such requirements. He/she further realizes that the state and Federal Labor Standards, as well as the CRA Policy on Payment of Prevailing wages, provide for various penalties for violation of prevailing wage laws including penalties of $25.00 each calendar day or portion thereof each worker affected.

2. He/she certifies that:

A. Neither he/she nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Controller General of the United States pursuant to Section 5.6 (b) of the Regulations of the Secretary of Labor, part 5 (29 CFR, Part 5 or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276 a-2 (a).

B. No part of the aforementioned contract has been or will be sub-contracted to any sub-contractor if such sub-contractor or any firm, corporation, partnership or association in which such contractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

C. He/she agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any sub-contract, including those executed by his sub-contractors and any lower tier sub-contractors, a Sub-contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the sub-contractors.

3. He/she certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A single proprietorship	(3) A corporation in the State of:
(2) A partnership	(4) Other organization (Described)

(c) The name, title, and address of the owner, partners or officers of the undersigned are:

Name	Title	Address

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

Name	Address	Nature of Interest

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

Name	Address	Trade Classification

Date:

_____ _____

(Contractor)

By: _____

State vs Federal Wage Table Comparison

State Rates				
Classification	**BASIC HOURLY RATE**	Total Hourly Fringe	**Total HOURLY Rate**	**State Decision:**
Apprentices:				

Federal Rates				
Classification	**BASIC HOURLY RATE**	Total Hourly Fringe	**Total HOURLY Rate**	**Federal Decision:**
Apprentices				

Completed By:

Reviewed by:_____

CONTRACTOR FRINGE BENEFIT STATEMENT

Contract Number / Name:	Contract Location:	Today's Date:

Contractor / Subcontractor Name:	Business Address:

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees on the various classes of work are tabulated below.

Classification:	Effective Date:	Subsistence or Travel Pay: $_____

FRINGE BENEFITS			
Health & Welfare	$	PAID TO:	Name:
			Address:
Pension	$	PAID TO:	Name:
			Address:
Vacation/ Holiday	$	PAID TO:	Name:
			Address:
Training and/or Other	$	PAID TO:	Name:
			Address:

Classification:	Effective Date:	Subsistence or Travel Pay: $_____

FRINGE BENEFITS			
Health & Welfare	$	PAID TO:	Name:
			Address:
Pension	$	PAID TO:	Name:
			Address:
Vacation/ Holiday	$	PAID TO:	Name:
			Address:
Training And/or Other	$	PAID TO:	Name:
			Address:

Classification:	Effective Date:	Subsistence or Travel Pay: $_____

FRINGE BENEFITS			
Health & Welfare	$	PAID TO:	Name:
			Address:
Pension	$	PAID TO:	Name:
			Address:
Vacation/ Holiday	$	PAID TO:	Name:
			Address:
Training And/or Other	$	PAID TO:	Name:
			Address:

Supplemental statements must be submitted during the progress of work should a change in rate of any of the classifications be made. Submitted:

Contractor / Subcontractor	By: Name / Title

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: http://www.dir.ca.gov/das/PublicWorksForms.htm for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of The Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____ *Date*

Typed Name _____

Title _____

State of California - Department of Industrial Relations DIVISION OF APPRENTICESHIP STANDARDS

DAS 140 (REV. 1/04)

REQUEST FOR DISPATCH OF AN APPRENTICE– DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: http://www.dir.ca.gov/DAS/PublicWorksForms.htm for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

Date:

To Applicable Apprenticeship Committee:

Name: _____

Address: _____

_____

Tel. No. _____ **Fax No.** _____

Contractor Requesting Dispatch:

Name: _____

Address: _____

_____

License No. _____

Tel. No. _____ **Fax No.** _____

Project Information:

Contract No. _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ **Craft or Trade:** _____

Date Apprentice(s) to Report: _____ **(72 hrs. notice required) Time to Report:** _____

Name of Person to Report to: _____

Address to Report to: _____

_____

You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. ***Proof of submission may be required.*** *Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit*
http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm

DAS 142 (Revised 12/11)

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	OMB No.1235-0008 Expires: 01/31/2015
PAYROLL NO. / FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O		0								0	
			S		0									
			O		0								0	
			S		0									
			O		0								0	
			S		0									
			O		0								0	
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			O		0								0	
			S		0									
			O		0								0	
			S		0									

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of_____,_____, and ending the_____day of_____,_____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for t he above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe bene fits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

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ATTACHMENT C-3

Department of Housing & Community Development
- CDBG Program
Section 3 Requirements & Forms

F Street Phase II - 3.5 to 5th Street

CONTRACT NO. 2026-1002.1

CITY OF CRESCENT CITY
PUBLIC WORKS DEPARTMENT
377 J Street
Crescent City, CA 95531
PH: 707.464.9506

DAVID YEAGER
Public Works Director
dyeager@crescentcity.org

SECTION 3 ACKNOWLEDGEMENT

The provisions included in this section are by this reference attached to the bid document, contract, and all sub-contracts associated to this contract. The signature provided below acknowledges the references as stated, states understanding, and ensures compliance to the greatest extent feasible. This page and all required forms shall be provided to the compliance officer with original blue ink, wet signatures/valid digital signatures (valid digital signatures will have a time/ date stamp) prior to construction commencing (This is required for General Contractor and **ALL** Sub-Contractors).

Attached	Form	Who	Page
☐	Acknowledgement	All Contracts	2
☐	Intent to Comply	All Contracts	17
☐	**Form 2**- List of Permanent Employees	Section 3 Triggered	18
☐	Estimated Project Work Force Breakdown	All Contracts	19
☐	Qualification Document Checklist	All Employees hired for this project	20
☐	Worker/Targeted Worker/Employer Certification	All Employees hired for this project	21-22
☐	Business Concern Certification	Section 3 Triggered	23
☐	**Form 3**- Qualitative Efforts	Section 3 Triggered	24-25
☐	**Form 4** -Section 3 Clause	Section 3 Triggered	26-27
☐	**Form 5** -Quarterly Compliance Report	Section 3 Triggered	30
☐	Contractor Portal Registration (screenshot verification)	All Contracts	33-42

At the time of progress payment by the general contractor to the Agency, the following documents shall be submitted by the general contractor to the Labor Compliance Officer for all work performed:

☐	Labor Hours Tracking Form	All Contracts	28-29

By signing below you acknowledge you have read and understand the provisions included in this document, will ensure the provisions are included in all contracts and sub-contracts connected to the project, and shall comply as outlined.

Signature: _____

Printed Name: _____

Company: _____

Date: _____

What is Section 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very low-income residents in connection with projects and activities in their neighborhoods.

HUD funding through its HOME Investment Partnership Assistance (HOME), Community Development Block Grant (CDBG), Housing Opportunities for Persons with AIDS (HOPWA), Emergency Shelter Grants (ESG), and Neighborhood Stimulus Program (NSP) programs. Allocation of the above funds trigger Section 3 requirements whenever the project creates the needs for new employment, contracting, or training opportunities.

Section 3 projects or activities involve housing construction, rehabilitation (including reduction and abatement of lead-based paint hazards), demolition, or other public construction. Section 3 is triggered when housing and community development financial assistance through HUD programs exceeds $200,000. When financial assistance through the Lead Hazard Control and Healthy Homes program exceeds a threshold of $100,000, Section 3 is triggered for that project.

Economic Opportunities Available Under Section 3

Under Section 3, job training, employment, and contracts may be available. Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3. Some example opportunities include:

Accounting
Architecture
Appliance Repair Bookkeeping
Bricklaying Carpentry Carpet
Installation Catering Cement/
Masonry Computer/
Information Demolition
Drywall
Electrical
Elevator Construction
Engineering Fencing
Florists
Heating
Iron Works Janitorial
Landscaping Machine
Operation
Manufacturing
Marketing Painting
Payroll Plastering
Plumbing Printing/
Purchasing Research
Surveying Tile setting
Transportation Word
Processing

Definitions:

Contractor – any entity entering a contract with:

- A recipient to perform work in connection with the expenditure of federal financial assistance or for work in connection with a Section 3 project or
- A subrecipient for work in connection with a Section 3 project.

Construction – the creation of a new or replacement facility, the substantial rehabilitation of an existing facility, or the limited rehabilitation of an existing facility. This includes construction and/or rehabilitation of water and wastewater systems. The cost of acquiring new or replacement equipment may be included in the cost of construction.

Labor Hours – the number of paid hours worked by persons on a Section 3 project.

Low-income person – low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent of the area median individual income. HUD limits may be obtained from: https://www.huduser.gov/portal/datasets/il.html.

Materials supply contract – a contract entered into solely for the purchase of products or material.

Professional services – non-construction services that require an advanced degree or professional licensing, including but not limited to engineering services, architectural services, legal services, financial consulting, accounting services, and environmental assessment.

Recipient – any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 Business Concern – A business or non-profit business that meets at least one of the following criteria, documented within the last 6-month period:

- At least 51% owned and controlled by low- or very low-income persons;
- Over 75% of the labor hours performed for the business over the prior 3-month period are performed by Section 3 workers; or
- A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Section 3 Project – any housing rehabilitation, housing construction, and other public construction project assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, the Lead-Based Paint Poisoning Prevention Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992.

Section 3 Worker – any worker who currently fits, or when hired within the last 5 years fit, at least one of the following categories, as documented:

- The worker's income for the previous or annualized calendar year is below the income limit established by HUD (the worker is either low- or very low-income)
- The worker is employed by a Section 3 Business Concern
- The worker is a YouthBuild participant

Service Area/Neighborhood of the project – an area within 1 mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Subcontractor – any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 Covered Assistance or arising in connection with a Section 3 Covered Project.

Subrecipient – the local government or organization awarded HOME, CDBG, HOPWA, ESG or NSP funds for an activity. The subrecipient may commonly be referred to as the "grantee" or the "community" over the course of the activity.

Targeted Section 3 Worker – any worker who meets at least one of the following criteria:

- Is employed by a Section 3 Business Concern or
- Currently fits or when hired fit at least one of the following categories, as documented within the past 5 years:
    - Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5
    - A YouthBuild participant

Very Low-Income Person – very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 50 percent of the area median individual income. HUD income limits may be obtained from: https://www.huduser.gov/portal/datasets/il.html.

YouthBuild – a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school. The program was created under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226). More information can be found here: https://www.dol.gov/agencies/eta/youth/youthbuild.

Section 3 Compliance

HUD's regulations for implementing Section 3 mandates can be found at 24 CFR Part 75. These administrative rules establish the requirements to be followed to ensure the objectives of Section 3 are met. Federal rules do not require grant recipients to contract or subcontract with a Section 3 business concern, nor do the rules require hiring of Section 3 workers. However, grant recipients must be able to demonstrate that, where possible, contracting, employment, and training opportunities were made available to workers and businesses meeting Section 3 designation criteria.

Applicability and Threshold

Per 24 CFR § 75.3, Section 3 applicability is determined by meeting the requirements of three criteria:

1. The project is funded in whole or in part by HUD Community Planning (CPD) funding.
2. The funding is used for one of the following types of projects:
    - Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair, and replacement)
    - Housing construction
    - Other public construction (includes, but not limited to, construction of buildings, facilities, and infrastructure such as water, wastewater system, roadways, and drainage)
3. The total amount of the assistance cost of the project exceeds $200,000, or $100,000 for a lead-based paint project.

If a project does not meet all three of the above criteria, Section 3 is not applicable. Additionally, Section 3 is determined at the project level, which "is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing". If a local government or organization undertakes multiple projects that include federal funding, but are unrelated, Section 3 applicability is determined for each project.

Section 3 does not apply to all project types. The following types of projects are specifically exempt from complying with Section 3 requirements:

1. Contracts for materials.
2. Contracts for professional services (engineering, architecture, and non-construction services that require an advanced degree or professional licensing).
3. Procurement of equipment not related to housing rehabilitation, housing construction, or other public facilities construction, including fire trucks, ambulances, etc.

However, recipients who undertake projects that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

Employment, Training, and Contracting Requirements

For qualifying projects that receive federal assistance, Section 3 has requirements pertaining to employment and training. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations (24 CFR §§ 75.9 & 75.19), recipients covered by this subpart shall ensure that employment and training opportunities in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or non-metropolitan county) in which the project is located.

Whenever possible, priority for opportunities and training should be given to:

To the greatest extent feasible, and consistent with Federal, state, and local laws and regulations (24 CFR §§ 75.9 & 75.19), recipients covered in this subpart shall ensure contracts for work awarded for Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or non-metropolitan county) in which the project is located.

When feasible, priority for contracting opportunities should be awarded to:

- Section 3 business concerns that provide opportunities to Section 3 workers residing within the sevice area or the neighborhood of the project, and
- YouthBuild pograms

All sub-recipients, contractors, and subcontractors must meet the above requirements, regardless of whether Section 3 language is included in recipient or sub-recipient agreements, programs regulatory agreements, or contracts.

Sub-recipients/Grantees receiving Federal funds must include language applying Section 3 in any agreement or contract for a Section 3 project.

Section 3 and Targeted Section 3 Workers

To meet the Section 3 reporting requirements, all workers at the project must be classified as one of 3 worker categories – report the most restrictive category that is appropriate for an individual worker:



All individuals performing applicable work / labor hours for the Federally funded project that do not meet one of the Section 3 designations are reported only under the "All Workers" category.

Criteria for Section 3 Worker Designation

To comply with Section 3 reporting requirements, the grant recipient must determine whether each individual performing construction or administrative work on the project meets the criteria for a Section 3 Worker. A Section 3 Worker is any worker who currently, or when hired by the current employer within the past five years, fits at least one of the following categories:

- The worker's individual income for the previous or annualized calendar year is below the income limit published annually by HUD.
  NOTE: Income of family members other than the employee are excluded from this determination.
- The worker is employed by a Section 3 business concern.
- The worker is a YouthBuild participant.

Criteria for Targeted Section 3 Worker Designation

The Targeted Section 3 Worker is a worker that is:

- Employed by a Section 3 business.
- Currently fits or when hired fit in at least one of the following categories, as documented within the last five years:
  - Low- or very low-income worker living within the service area of the project. The service area is within a one-mile radius of the Section 3 project. If fewer than 5,000 people live within that one-mile radius, the circle may be expanded outward until that population is reached.
  - A YouthBuild participant.

All Targeted Section 3 Workers are also considered Section 3 Workers. When comparing the two definitions above, the only difference between a Section 3 Worker and a Targeted Section 3 Worker lies in how close in proximity the worker resides to the Section 3 project.

The status of workers on the Section 3 project will be determined by one of the following methods:

1. Worker income certification: The use of certification forms provided to contractors and subcontractors working on the project. Each worker on the project must complete the provided certification form to be kept in the grant record for reference when tracking and aggregating labor hours worked. One form will be provided for a Section 3 Worker/ Targeted Worker Certification (pg.21-22).

2. Worker is employed by a Section 3 Business Concern: The contractor or subcontractor can provide documentation that it qualifies as a Section 3 Business Concern (pg.23). All employees of a qualifying business will be considered Section 3 Workers.

3. Worker certification of participation in a means-tested program such as public housing or Section 8-assisted housing.

4. Certification from a public housing authority (PHA), or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs.

5. Worker is a YouthBuild participant: Verifiable documentation must be provided by the worker or the employer showing the worker is participating in a YouthBuild program.

6. Employer wage records: The employer can provide certified documentation that the worker's income from that employer is below the income limit for the corresponding area median income when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis.

Section 3 Service Area

To correctly identify Targeted Section 3 Workers, you must first confirm the Section 3 Service Area(**A service area map is provided on page 32)**. A Section 3 Service Area for a project is determined as follows:

- Identify the project site. For infrastructure projects, the project site is the area included in the Environmental Review project description. The center point of this project is the basis for the Section 3 Service Area.
- Identify a circle with a one-mile radius, with the project site central point as the origin.
- Calculate the population that resides within the one-mile circle. If it is less than 5,000 people (according to the most recent U.S. Census), then aggregate census block group geographies totaling a minimum of 5,000 persons that both:
    - Surrounds all components of the project site, AND
    - Most closely approximates a circle shape.

Criteria for Section 3 Business Designation

The Section 3 Final Rule has changed the definition of a Section 3 Business Concern to meet one of the following criteria:

- It is at least 51% owned and controlled by low- or very low-income persons;
- Over 75% of the labor hours performed for the business over the previous three-month period are performed by Section 3 Workers; or
- It is a business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Contractors or subcontractors who wish to be identified as a Section 3 Business must complete the Section 3 Business Self-Certification form and provide requested backup documentation. Documentation of Section 3 status can also be met by inclusion on any list or database published by HUD reporting Section 3 status.

Section 3 Business status will be reported once for each contract for services. Once a business is determined to be a Section 3 Business, the designation will remain in effect for the life of the contractor for services. Records supporting this status must be made available upon request to HUD, or other state and federal authorized officials.

For construction contractor certified payroll reports, HUD requires the first payroll on which each employee appears to include the employee's name and an individually identifying number. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees.

NOTE: Section 3 Businesses may only be selected in accordance with procurement standards including price, ability, and willingness to comply with program requirements to be considered the lowest responsible bidders on contracting opportunities. Grant recipients should make every effort to ensure that Section 3 Businesses are able to effectively participate in the opportunity. Contractors and others should direct their efforts to award subcontracting opportunities generated from the expenditure of housing and community development financial assistance to Section 3 Businesses.

Establishing Section 3 Status	
A Section 3 Business Concern Status	**A Section 3 Worker Status**
Businesses verify their status as a Section 3 Business Concern at the time the contract is awarded. Documentation proving status must be provided within 6 months.	Workers are established as Section 3 Workers or Targeted Section 3 Workers at either the date of initial hire/contract or Employee Certification date.
Once verified, a Section 3 Business Concern maintains its Section 3 status for as long as it continues to meet the definition. (24 CFR § 75.5)	Established Section 3 Workers or Targeted Section 3 Workers may count their labor hours for five years from the date used to establish their status.*
Section 3 defers to local, state, and other federal rules and regulations. (24 CFR §§ 75.9 & 75.19)	Workers may re-establish their status as a Section 3 Worker or Targeted Section 3 Worker at the end of the five-year period.
* Do not look back prior to the effective date of the New Rule, November 30, 2020.	

Determining Income Levels

Low income is defined as 80% or below the median income of that area.
Very low income is defined as 50% or below the median income of that area.

Annualized Income Formula:

Base rate of pay $_____ x 2080=_____

Please see below the current income limits:

2025 Section 3 Income Limit		
County of: Del Norte 1 Person =	Low $52,600	Very Low $32,900

Benchmarks and Minimum Numerical Goals

HUD has established benchmarks for labor hours worked for both Section 3 Workers and Targeted Section 3 Workers for qualifying Section 3 projects as part of the revised Section 3 rule:

- **Section 3 Workers = 25% of total labor hours**
- **Targeted Section 3 Workers = 5% of total labor hours**

Targeted Section 3 Workers are a subset of Section 3 Workers and any labor hours counted toward the total for Targeted Section 3 Workers will also count toward the total for Section 3 Workers.

HUD considers all sub-recipients who meet or exceed both benchmarks for Section 3 Workers and Targeted Section Workers to be in compliance. If a sub-recipient is unable to meet the benchmarks, the sub-recipient must report on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such **qualitative efforts** may, for example, include but are not limited to the following:

1. Engaged in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
2. Provided technical assistance to help Section 3 Workers compete for jobs (e.g. resume assistance, coaching, etc.).
3. Provided training or apprenticeship opportunities.
4. Directed Section 3 Workers to obtain financial literacy training and/or coaching.
5. Assisted or connected Section 3 Workers with assistance in seeking employment by helping them prepare for interviews, connecting residents to job placement services, or pointed them towards job fairs.
6. Provided or referred Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
7. Engaged in outreach efforts to identify and secure bids from Section 3 Business Concerns.
8. Hosted job fairs.
9. Divided contracts into smaller jobs to facilitate participation by Section 3 Business Concerns.
10. Provided technical assistance to help Section 3 Business Concerns understand and bid on contracts.
11. Provided application assistance for attendance at a community college, a four-year educational institution, or vocational/technical training.
12. Provided bonding assistance, guarantees, or other efforts to support viable bids from Section 3 Business Concerns.
13. Contacted business assistance agencies, minority contractors' associations, and community organizations to inform them of contracting opportunities and request their assistance in identifying Section 3 Business Concerns.
14. Provided written notice to all known Section 3 Business Concerns of the contracting opportunities. The notice should be in sufficient time to allow Section 3 Business Concerns to respond to the bid invitation or request for proposal.
15. Used the services and assistance of the U.S. Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce (http://www.mbda.gov/)
16. Promoted the use of the Section 3 Business Registry and HUD Opportunity Portal (https://hudapps.hud.gov/OpportunityPortal/).

Reporting

For Section 3 covered contracts, contractors must submit the Section 3 Labor Hours Tracking Form (pg. 28-29) on a monthly basis and the Section 3 Year-End Report should be submitted annually. The information required includes:

- The total number of labor hours worked
- The total number of labor hours worked by Section 3 Workers
- The total number of labor hours worked by Targeted Section 3 Workers
- The percentage of labor hours worked by Section 3 Workers
- The percentage of labor hours worked by Targeted Section 3 Workers
- If benchmarks are unmet, qualitative efforts and explanation of those efforts

1. **Pay Request Reporting**
    a. Contractors are required to submit a labor hours report (pg. 28-29) with each payroll.

2. **Annual Reporting**
    a. Once a year, contractors must submit a final Section 3 cumulative report for the program year.
    b. Upon completion of a project, a final review will be conducted of the project's overall performance and compliance.
    c. The Section 3 data will be submitted to HUD/HCD for the reporting period.

Section 3 Opportunity Portal (Formerly Business Registry)

The Section 3 Opportunity Portal is a listing of firms that have self-certified that they meet one of the regulatory definitions of a Section 3 business. This publicly published list can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of certain HUD-funded contracts. It also enables HUD grantees to meet their Section 3 obligations by reducing some of the burden associated with locating eligible businesses.

While HUD maintains the Opportunity Portal database, it has not verified the information submitted by the businesses and does not endorse services they provide. Accordingly, it is recommended that users perform due diligence before awarding contracts to firms that have self-certified on this registry by ensuring that they meet the definition of a Section 3 Business Concern as defined earlier.

Responsibilities

1. Design and implement procedures to comply with the requirements of Section 3. Create forms and manuals to maintain and verify compliance. Ensure contractor and subcontractor awareness of and compliance with Section 3 benchmarks and responsibilities.
2. Verify Section 3 Workers, Targeted Section 3 Workers, and Section 3 Business Concerns (pg. 21-23).
3. Facilitate compliance among developers and contractors through pre-construction meetings.
4. Provide contractors with resources to locate certified Section 3 Workers and Section 3 Businesses.
5. Incorporate Section 3 Clause (Form 5, pg. 26-27) into all contracts.
6. Review funding applications for Section 3 applicability, capacity, and appropriate planning.
7. Prior to award of construction contract, require submittal of Intent to Comply (pg. 17) and current staff list (Form 2, pg.18) from all contractors scheduled for project.
8. Check scheduled contractors and subcontractors against the federal Debarment list (www.sam.gov).
9. Collect Section 3 Compliance Reports/Labor Hours Tracking Form (pg. 28-29) from all Section 3 Covered Projects.
10. Document files for compliance efforts, including records of job vacancies, solicitation for bids or proposals, selection materials, and contracts.

Subrecipient – Developer – Contractor – Subcontractor Responsibilities

Section 3 applies to all projects that are receiving federal funding in excess of $200,000 (or $100,000 for lead-abatement projects). Sub-recipients, developers, contractors, or subcontractors that receive contracts with federal funding are required to comply with the Section 3 regulations. Subrecipients, developers, contractors, and subcontractors are responsible for communicating Section 3 information and regulations to everyone involved in the project. Responsibilities of the sub-recipient/developer/contractor/subcontractor include the following:

1. Notification of Section 3 opportunity shall be advertised with one or more of the following:
    - News paper publication
    - Job training and placement agencies
    - Previously funded affordable housing sites
    - Local union halls
    - List of certified Section 3 Workers and Section 3 Businesses
    - Small business development agencies

2. Incorporate Section 3 Clause (Form 4, pg. 26-27) into all contracts.

3. Ensure subcontractors are aware of Section 3 requirements and responsibilities.

4. Certify Section 3 Workers, Targeted Section 3 Workers, and Section 3 Business Concerns (See Pages 21-23).

5. Attend pre-construction meetings.

6. Register on the HUD Opportunity Portal for Businesses/Contractors (https://hudapps.hud.gov/OpportunityPortal/).

7. Post all projects and new hire requests on the Section 3 Portal.

8. Prior to award of construction contract, submit Intent to Comply (pg. 17) and current staff list (Form 2, pg.18) for Prime Contractor.

9. Submit Section 3 labor hours tracking with each payroll (pg 28-29).

10. Document files for compliance efforts including records of job vacancies, solicitation for bids or proposals, selection materials, and contracts. Maintain records for a minimum of five years.

11. If reporting indicates that the contractor has not met the Section 3 benchmarks described in § 75.23, the contractor must report the qualitative efforts pursued such as engaging in outreach efforts to generate Section 3 Workers, providing training or apprenticeship opportunities, engaging in outreach efforts to identify and secure bids from Section 3 business concerns, and promoting the use of business registries designed to create opportunities for disadvantaged and small businesses.

Complaints

Per §75.33, complaints alleging failure of compliance with Section 3 may report to the HUD program office responsible for the Section 3 project (https://hud.gov), or to the local HUD field office.

Region IX HUD Local Field Office

San Francisco Regional Office
One Sansome Street, Suite 1200
San Francisco, CA 94104
415-489-6400
CA_Webmaster@hud.gov

HUD Washington

Assistant Secretary, Fair Housing and Equal Opportunity Office of Economic Opportunity
Room 5100, Dept. of HUD
451 Seventh Street, SW
Washington, DC 20410
202-708-1112

FAQs

How can I find Section 3 business concerns in my area?

Section 3 business concerns can be found on the Section 3 Business Registry available on the Section 3 Registry website. You can also contact the County for a list of Section 3 businesses on file.

Does a business have to be incorporated to be considered a Section 3 eligible business?

No. A Section 3 business concern can be any type of business, such as a sole proprietorship, partnership, or a corporation, properly licensed and meeting all legal requirements to perform the contract under consideration.

What recordkeeping responsibilities do contractors and subcontractors have if they receive Section 3 covered contracts?

Contractors and subcontractors should maintain and provide any documentation that will assist in demonstrating Section 3 compliance to HUD including documentation that shows hours worked by all workers, Section 3 workers, Targeted Section 3 workers, and any qualitative efforts to comply with Section 3. Examples of documentation can be found in 24 CFR § 75.31 (https://www.ecfr.gov/cgi-bin/retrieveECFR?n=pt24.1.75#se24.1.75_131).

What if my company does not meet all benchmark goals for employment or contracting?

If reporting indicates the company has not met the Section 3 benchmarks, the company should report on the qualitative nature of its activities such as those listed on pages 11 of this manual.

Can a nonprofit organization be considered a business concern for the purposes of Section 3?

Yes. A nonprofit organization can be a business concern. Nonprofit organizations must meet the criteria of a Section 3 business concern as defined in 24 CFR § 75.5 in order to receive Section 3 preference.

Can contracting with a Minority Business Enterprise (MBE) or a Women Business Enterprise (WBE) count towards Section 3 benchmarks?

It depends. Section 3 is race and gender neutral. Only Minority Business Enterprises (MBEs)/Women Business Enterprises (WBE) that meet the eligibility criteria as a Section 3 business concern set forth in the regulation can be counted towards the Section 3 labor hour calculation.

Do Section 3 requirements apply to material only contracts?

No. Section 3 does not apply to material only contracts or those that do not require any labor. For example, a contract for office or janitorial supplies would not be covered by Section 3. In this example, Section 3 would be encouraged, but not required. However, a contract to replace windows that includes the removal of existing windows, and the installation of new windows would be covered due to the involvement of labor.

Are Section 3 workers or business concerns guaranteed employment or contracting opportunities under Section 3?

Section 3 is not an entitlement program; therefore, employment and contracts are not guaranteed. Low- and Very Low-Income individuals and Section 3 business concerns must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking.

What documentation must be maintained by contractors and subcontractors certifying that low- and very low-income individuals and business concerns meet the regulatory definitions under Section 3?

There are many ways a worker can be certified as either a Section 3 Worker or Targeted Section 3 Worker under 24 CFR Part 75. Please see pages 7-9 of this manual.

Will there be changes to the benchmark requirements?

The Secretary of HUD is required in the Benchmark Notice published in the Federal Register to review and update the Benchmarks by Federal Register no less frequently than once every three years.

If a project is funded with non-HUD assistance, do the requirements of Section 3 still apply?

Section 3 applies to projects that are fully or partially funded with HUD financial assistance. Projects that are financed with state, local, or private matching or leveraged funds used in conjunction with HUD funds are covered by Section 3 if the amount of HUD funding for the project exceeds $200,000 (or $100,000 for a lead-abatement project).

Are developers, contractors, and subcontractors required to provide long-term employment opportunities, and not simply seasonal or temporary employment?

Developers, contractors, and subcontractors are required, to the greatest extent feasible, to direct employment opportunities to low- and very low-income persons, including seasonal and temporary opportunities. Benchmark goals include the calculation of all Section 3 Worker and Targeted Section 3 Worker labor hours as a percentage of all labor hours worked on a project. Developers, contractors, and subcontractors are encouraged to provide long-term employment to ensure that they meet the benchmark goals.

Are all public housing residents considered Section 3 Workers regardless of their income?

No. To qualify as a Section 3 Worker, an individual must meet one of the following criteria:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

Do the benchmark requirements only count toward new hires?

No. The rule does not apply to only new hires, but if someone is currently on staff and qualifies as a Section 3 resident, they will need to re-certify as either a Section 3 Worker or a Targeted Section 3 Worker under 24 CFR part 75.

Intent To Comply
Compliance Certification

To be completed and returned by all Contractors and Sub-Contractors.

Project Name: _____ Developer/Owner: _____

Contractor Name: _____

Contractor Address: _____

Contact Person: _____ Phone: _____ Email: _____

Contract Amount ($): _____ Date of Contract: _____

The undersigned owner and general contractor of the above-referenced project is committed to comply with the Section 3 Act and Section 3 regulations. We will work with the owner and the general contractor to ensure compliance, to the greatest extent feasible, through the employment of Section 3 Workers and Targeted Section 3 Workers. Furthermore, the owner hereby agrees to implement at least the following actions directed towards employing Section 3 Workers and Targeted Section 3 Workers:

- The owner or general contractor must submit the Section 3 Year End Monitoring Report by July 10th of each fiscal year.
- The general contractor and subcontractors must submit Labor Hours Tracking Form on all Section 3 covered projects.
- The owner or general contractor shall maintain comprehensive documentation of their Section 3 outreach efforts and implementation activities. Section 3 files should be clearly maintained and be available for review.
- The owner and general contractor will make best efforts to ensure that all Section 3 Business Concerns, and Targeted Section 3 Workers within the Service Area are notified of pending opportunities.
- The owner and general contractor will ensure all subcontractors are aware of their obligation to meet Section 3 benchmarks laid out in this Section 3 Guidance Manual. Subcontractors will consult with the general contractor regarding questions and reporting.
- The owner and general contractor agree to register on HUD's Section 3 Opportunity Portal to help match Section 3 workers to jobs and training opportunities and Section 3 businesses to contracting opportunities (https://hudapps.hud.gov/OpportunityPortal/).
- The owner or general contractor understands that progress and/or final payments may be withheld until Section 3 compliance is met.

We the undersigned, have read and fully agree to this Section 3 Compliance Certification, and become party to the full implementation of this program.

Contractor/Sub-Contractor: _____

Signature: _____

Title: _____

Date: _____

Federal Section 3
FORM 2-List of Permanent Employees

This form is required for all **Section 3-triggered** projects (over $200,000) and must be submitted prior to work commencing or with application for funding and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office) as of the signature date on FORM 1, as well as employees of all subcontractors working on this project. Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes the worker's name, employer and job category and indicates Section 3/targeted Section 3 status.

No.	Name of Worker	Employer	Job Category/ Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker (Y/N)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Please note that your business may be eligible for Section 3 Business certification if at least 75% of your labor hours performed on all contracts over the past three-month period were performed by employees who meet one of the following categories below:

- The worker lives within one mile of the Section 3 project (or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census);
- The worker is a HUD YouthBuild participant; or
- The worker's income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at https://www.huduser.gov/portal/datasets/il.html.)

Federal Section 3
Estimated Project Work Force Breakdown

This document must be submitted by ALL Sub-Contractors

Job Category	Total Estimated Positions Needed for Project	No. Positions Occupied by Permanent Employees	No. of Vacant Positions	No. of Positions to be filled with Section 3 and/or Targeted Section 3 workers and their estimated hiring date.
Supervisor				
Professional				
Technical				
Office/Cleric.				
Trade				
Journeyman				
Apprentices				
Trainees				
Others				
Trade				
Journeyman				
Apprentices				
Trainees				
Other				
TOTAL:	0	0	0	0

Section 3 Resident:
Individuals residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3-covered project is located. See attached income schedule.

_____
Company

_____
Project

_____
Project Number

Person Completing Form: _____

Authorized Signature _____ Date: _____

The employment and training component of Section 3 applies to the prime contractor and all subcontractors providing construction services or professional services to the CDBG programs. It is the responsibility of the Prime Contractor to enforce these same requirements within any subcontracts.

To be in compliance with HUD's/HCD's new Section 3 benchmarks, 25% of total labor hours must be Section 3 Workers and 5% of total labor hours must be Targeted Section 3 workers. Please note the Section 3 workers and Targeted Section 3 Workers must meet the minimum qualifications for the available job.

Federal Section 3

Qualification Documentation Checklist

Contractors and subcontractors must maintain documentation to ensure the workers meet the definition of a Section 3 Worker or a Targeted Section 3 Worker, at the time of hire or the first reporting period. Please check off documents provided:

For a worker to qualify as a Section 3 Worker, ONE of the following must be maintained:

- ☐ A worker's self-certification that their income is below the income limit for the prior calendar year;
- ☐ A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- ☐ Certification from a PHA (Public Housing Authority), or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- ☐ An employer's certification that the worker's income from that employer is below the income limit when based on the employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
- ☐ An employer's certification that the worker is employed by a Section 3 business concern.

For a worker to qualify as a Targeted Section 3 Worker, ONE of the following must be maintained:

- ☐ An employer's confirmation that a worker's residence is within one mile of the work site, or if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
- ☐ An employer's certification that the worker is employed by a Section 3 business concern; or
- ☐ A worker's self-certification that the worker is a YouthBuild participant.

A Section 3 business concern means meeting ONE of the following criteria, documented within the last six-month period:

- ☐ Proof that the business is at least 51 percent owned and controlled by low- or very low-income persons;
- ☐ Proof that over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers; or
- ☐ Proof that the business is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Worker/Targeted Worker/Employer Certification

Name:		
Permanent Address:		
I am a resident of :	Community:	County:

Section 3 Income Limit as of June 1, 2025 for the county of Del Norte, where this project will take place.
1 Person=$52,600

Annualized Income Formula: **Base** rate of pay $_____ x 2080=_____

Section 1: Worker Self-Certification

Please read the following statements and check all that apply to you currently or during the time period beginning November 30, 2020.

☐ **My individual annual income was at or below 80% Area Median Income (AMI) figure for a household of 1 for the county or area in which I live. (Table at the end of this packet provides annual 80% limits for each county.)**

☐ **I am or was a YouthBuild participant (within a 5-year window beginning on or after November 30, 2020).**

Start (MM/DD/YYYY)**:**

End (MM/DD/YYYY)**:**

☐ **I am or was a resident of public housing (within a 5-year window beginning on or after November 30, 2020).**

Start (MM/DD/YYYY)**:**

End (MM/DD/YYYY)**:**

☐ **I am or was a resident of other public housing projects or Section 8-assisted housing (within a 5-year window beginning on or after November 30, 2020).**

Start (MM/DD/YYYY)**:**

End (MM/DD/YYYY)**:**

☐ **None of the above apply to me.**

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject the signer to penalties under Section 1010 of Title 18 of the United States Code.

Printed or Typed Name	**Signature**	**Date**

Worker and Targeted Worker/Employer-Certification Section 2:

Employer Certification

Employer Name:	

Employee Name:	

Please read the following statements and check all that apply to your employee currently or during the 5-year window from when you are first certifying them. The 5-year period cannot begin before November 30, 2020

☐ The employee listed in section 1 of this form is employed by our company, which is a Section 3 Business concern.

☐ The individual annual income was at or below 80% Area Median Income (AMI) figure for a household of 1 for the county or area in which the employee resides. (Table at the end of this packet provides annual 80% limits for each county.)

☐ **(For Housing and Community Development projects)**

Lives within the project service area as defined by the Grantee.
(See service area map on following page)

Dates of Residence:

- **Typically, this is a 1-mile radius of the project site or is within the allowed project service area (within the 5-year window).**
- **If fewer than 5,000 people live within one mile of the project site, the area is extended to a circle centered on the project site that encompasses a population of 5,000 people according to the recent census.**

☐ **None of the above apply.**

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject the signer to penalties under Section 1010 of Title 18 of the United States Code.

Printed or Typed Name and Title	**Signature**	**Date**

Federal Section 3

Business Concern Certification

To self-certify as a Section 3 Business Concern, per 24 CFR § 75, the company or firm must meet **at least one** of the categories below. Supporting documentation must be provided with this form to be confirmed as a Section 3 Business.

Pleas read the following statements and **check all that apply to your business.**

Check if Applies	Section 3 Business Category	Additional Required Data
☐	51% or more of he business is owned by low- or very low-income persons.	Proof of ownership showing all owners and their percentages and a completed Section 3 Business Owner Self-Certification form for all low- and very low-income owners.
☐	75% of the labor hours performed for the business over the prior 3 month period were performed by Section 3 workers.	Provide the last 90 days full payrolls for the entire company. Provide a list of employees who worked the last 90 days with the total hours worked for each employee and indication of which employees are Section 3 Workers.
☐	At least 51% owned and controlled by current residents of public housing or Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a documentation of residence in public housing or a Section 8 unit.
☐	None of the above apply to this business.	

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject the signer to penalties under Section 1010 of Title 18 of the United States Code.

_____ _____

Authorized Signature Date

_____ _____

Printed Name Title

Business Name: _____

Business Address: _____

Telephone Number: _____ Type of Business (Check One):

☐ Corporation

☐ Sole Proprietorship

☐ Partnership

☐ Joint Venture

County or Metropolitan Service Area (MSA).
Where business is Located: _____

Business Services (list): _____

Federal Section 3
FORM 3-DOCUMENTATION OF QUALITATIVE EFFORTS

This form is required for all **Section 3-triggered** projects (over $200,000) and must be submitted with bid or application for funding, as well as with all quarterly or final compliance reports that indicate numeric goals were not met. Please fill out this form completely. Attach additional pages if needed.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

1. Describe all efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 workers. Attach additional pages if needed.

Attach supporting documentation such as:

- Copies of all publications, notices, pictures of posted notices, and other outreach materials.
- List of all Section 3 workers that responded to your outreach efforts (e.g., submitted job applications, phone logs, etc.); were any of them hired? If not, please explain why.
- If not currently hiring and later in the project period end up needing to hire please explain the intended method of filling the position/positions.

2. Describe all efforts made to notify Section 3 businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

Attach supporting documentation such as:

- Section 3 Business List used in solicitation.
- List of Section 3 business included in solicitation and documentation of efforts (emails, letters, phone, logs, etc.).
- List of Section 3 businesses that responded to your solicitation and/or outreach efforts; were any ofthem hired? If not, please explain why.
- Copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.

Federal Section 3
FORM 3-DOCUMENTATION OF QUALITATIVE EFFORTS
(Continued)

3. Describe all additional qualitative efforts made to comply with Section 3 requirements. See below for examples. Attach all applicable supporting documentation.

4. If there are employment opportunities associated with your project, include a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and (c) include the name, phone number and email address of an appropriate point of contact regarding employment opportunities.

Examples of Qualitative Efforts

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
- Provided technical assistance to help Section 3 Workers compete for jobs (e.g. resume assistance, coaching, etc.).
- Provided training or apprenticeship opportunities.
- Directed Section 3 Workers to obtain financial literacy training and/or coaching.
- Assisted or connected Section 3 Workers with assistance in seeking employment by helping them prepare for interviews, connecting residents to job placement services, or pointed them towards job fairs.
- Provided or referred Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Engaged in outreach efforts to identify and secure bids from Section 3 Business Concerns.
- Hosted job fairs.
- Divided contracts into smaller jobs to facilitate participation by Section 3 Business Concerns.
- Provided technical assistance to help Section 3 Business Concerns understand and bid on contracts.
- Provided application assistance for attendance at a community college, a four-year educational institution, or vocational/technical training.
- Provided bonding assistance, guarantees, or other efforts to support viable bids from Section 3 Business Concerns.
- Contacted business assistance agencies, minority contractors' associations, and community organizations to inform them of contracting opportunities and request their assistance in identifying Section 3 Business Concerns.
- Provided written notice to all known Section 3 Business Concerns of the contracting opportunities. The notice should be in sufficient time to allow Section 3 Business Concerns to respond to the bid invitation or request for proposal.
- Used the services and assistance of the U.S. Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce
- Promoted the use of the Section 3 Business Registry and HUD Opportunity Portal (https://hudapps.hud.gov/OpportunityPortal/).

Federal Section 3

Form 4-Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause).

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from
complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both
employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to engage in qualitative efforts including but not limited to:

   a. Engaging in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
   b. Providing training or apprenticeship opportunities.
   c. Providing or referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
   d. Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.
   e. Promoting the use of business registries designed to create opportunities for disadvantaged and small businesses.
   f. Engaging in outreach and referrals with the state one-stop system of the workforce Innovation and Opportunity Act.

E. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance
with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an
applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

F. The contractor must meet the requirements of 24 CFR part 75.19, regardless of whether Section 3 language is included in agreements, program regulatory agreements, or contracts. these requirements include:

a. Employment and Training

i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, contractors covered by this subpart will ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 Workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

ii. Where feasible, priority for opportunities and training should be given to:

1. Section 3 Workers residing within the service area or the neighborhood of the project; and

2. YouthBuild participants.

b. Contracting

i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 Workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

ii. Where feasible, priority for contracting opportunities should be given to:

1. Section 3 business concerns that provide economic opportunities to Section 3 Workers residing within the service area or the neighborhood of the project; and

2. YouthBuild programs.

F. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

G. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

H. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

J. Contractor will retain all documentation, contracts, and records for a minimum of five years.

Labor Hours Tracking Form
Section 3 Workers and Targeted Section 3 Workers

This form -or- a similar spreadsheet must be submitted with the weekly Certified Payroll.
All worker hours (Section 3 or not) should be reported.

Date: _____

Week and Year Reporting:_____

Project Name:_____

Project Address:_____

Business Name/Contractor-Subcontractor Name: _____

Business/Contractor-Subcontractor Address: _____

Name and Position of Person Preparing Report:_____

Name of Employee	Worker Classification	Targeted Section 3 Workers Yes or No	Section 3 Workers Yes or No	Labor Hours Worked

Name of Employee	Worker Classification	Targeted Section 3 Worker Yes or No	Section 3 Worker Yes or No	Hours Worked
TOTAL				0

Federal Section 3
FORM 5-Quarterly Project Compliance Report

This form is required for all Section 3-triggered projects (over $200,000) and must be submitted according to the following schedule:

Quarterly
January – March: Due April 15th
April – June: Due July 15th
July – September: Due October 15th
October – December: Due January 15th

Final
Must cover the entire project from start date to completion date. Final report is due 30 days after completion.

Project Name:	Contractor:
Project Location:	Report Type: ☐ Quarterly ☐ Final
Reporting Period Start Date:	Reporting Period End Date:

I. SECTION 3 CONTACT INFORMATION

Contractor Section 3 Point of Contact:	
Phone:	Email:

II. SECTION 3 HOURS WORKED – *Report the number of Section 3 hours for this reporting period. Attach time records to support the information provided.*

A. Total hours worked this period by all workers	B. Number of Section 3 hours worked this period	% Section 3 hours (Divide column B by column A)

III. TARGETED SECTION 3 HOURS WORKED – *Report the number of targeted Section 3 hours for this reporting period. Attach time records to support the information provided.*

A. Total hours worked this period by all workers	B. Number of targeted Section 3 hours worked this period	% Targeted Section 3 hours (Divide column B by column A)

IV. QUALITATIVE EFFORTS – If this report indicates numeric goals were not met, attach FORM 4 describing any qualitative efforts made to increase Section 3 participation for this reporting period.

V. ADDITIONAL ATTACHMENTS – For the final Section 3 compliance report, attach BUSINESS ENTERPRISE INFORMATION FORM and FORM 3 with updated information.

I declare that all statements contained in this form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of funding or other penalties as prescribed under 18 U.S. Code § 1001.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Section 3 Process

24 CFR 75



Meeting

Owner/Developer/Contractor attends pre-construction meeting.



Contract

Contract is granted. Contractors review Section 3 Plan provided in order to comply with Section 3 regulations.



Clause

Section 3 Clause is incorporated into contract and in all future subcontractor contracts the Owner/Contractor creates. Contractor ensures all subcontractors are aware of Section 3 requirements and responsibilities.



Advertise & Document

Contractor advertises job opportunities. Contractor posts Section 3 information at job site. Contractor registers on the HUD Opportunity Portal (login.gov). Contractor submits all documentation of compliance efforts.



Monthly Reporting

Contractor submits the labor hours tracking form with each pay request.



Yearly Reporting

Contractor submits Section 3 Summary Report as requested by HCD.

Section 3 Service Area Map

About

Neighborhood Service Area Definition Tool

This tool allows Housing and Community Development Section 3 Recipients to identify Targeted Section 3 Workers in accordance with 24 C.F.R. § 75.19.

Targeted Section 3 Workers are Section 3 Workers located within a one-mile radius of a Section 3 Project. If fewer than 5,000 people live within a one-mile radius of the project, then the radius is expanded until it is sufficient to encompass a population of 5,000 people according to the most recent census.

To use the tool type in the address of the Section 3 Project and it will provide a sum of the populations of each census tract that are included - in full or in part - within the default 1 mile radius. Use the slider bar to expand the radius of the circle until a population greater than 5,000 is reached. Population numbers are from ESRI's U.S. Census Tract Area Layer and are based on 2020 estimates. New U.S. Census data will be uploaded as soon as it is available.

If you would like a report of the census tracts shown on the map click the up arrow on the bottom of the screen, select the Options dropdown, then click Export all to CSV.

Ref: 24 C.F.R. Part 75

Section 3 Neighborhood Service Area

Search for an address or locate on map

play St, Crescent City, CA, 95531, USA

Show results within 1 Miles

0 15

Select filters to apply

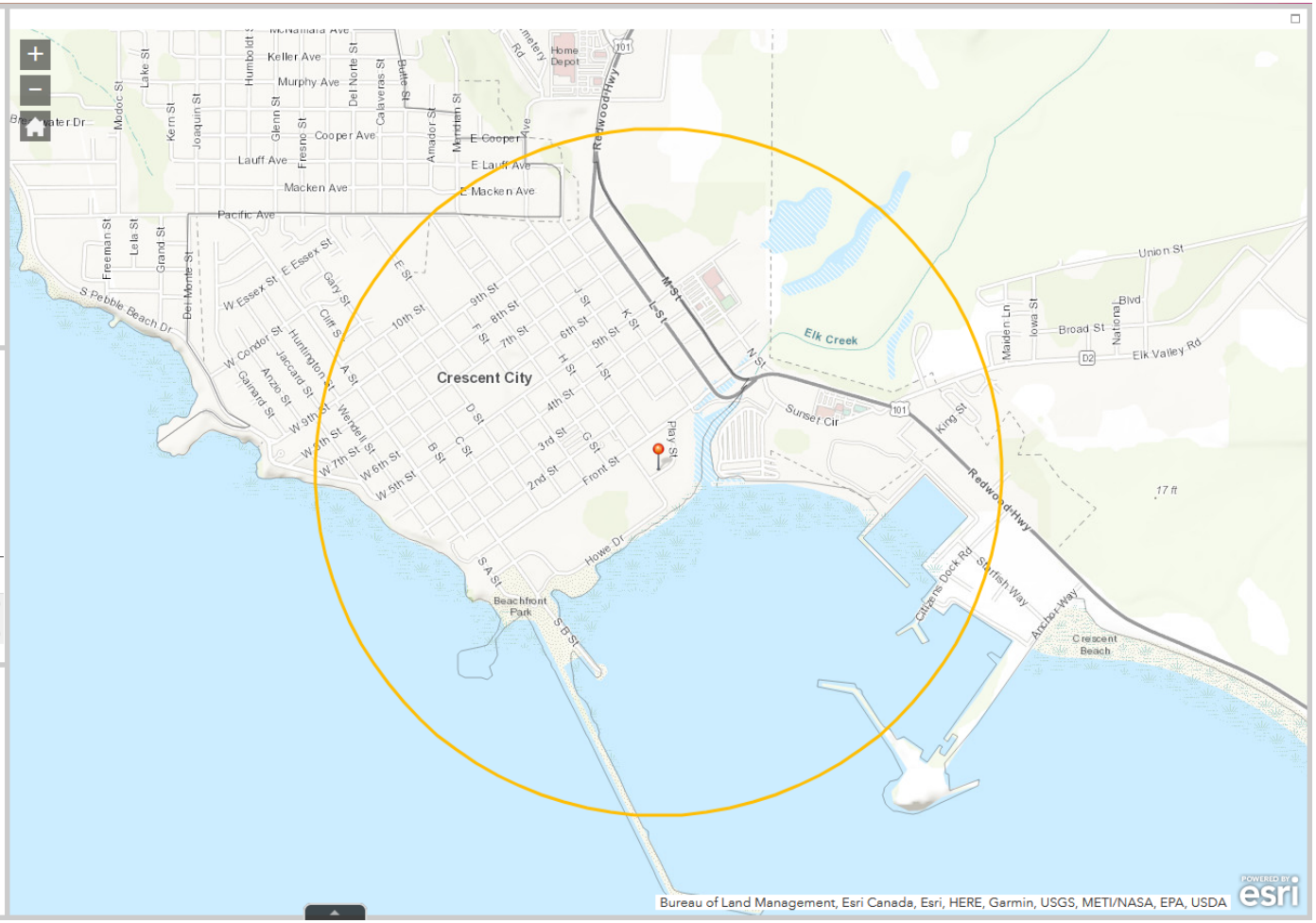
USA Census Tract Areas

USA Census Tract Area	0 mi

Population

✓7,589

Population of Selected Area



CONTRACTORS INSTRUCTIONS TO HUD OPPORTUNITY PORTAL AND BUSINESS REGISTRY

The Section 3 Business Registry () integrated into the Opportunity Portal on November 12, 2021, and now allows users to access their business registry profiles, make edits, and create and edit new opportunities.

Every Contractor and Sub-Contractor must complete the registration process and all available job listings must be posted. Please provide verification(eg. Printed Screen Shot)

https://hudapps.hud.gov/OpportunityPortal/

Below is a summary of the changes. It is important to follow the action items to ensure your business has integrated successfully with the point of contact and email address used at the time of registration.

CHANGES:

- Businesses registered since July 31, 2021, will be found in the Opportunity Portal via "Search Businesses".
- Businesses can now use the Opportunity Portal to log in and view their businesses as an Employer profile.
- Employers can create, edit, and remove job/contract opportunities.
- Employers can view their businesses and make edits to their business registry profiles.
- If an Opportunity Portal user is both an employer and a sole proprietor worker, they will need to make two separate profiles using two different email addresses, one profile as "worker" and one as "employer".

ACTION ITEMS:

To manage registered businesses and confirm your business integrated successfully, access the Opportunity Portal, and proceed to signing in or creating a login.gov account.

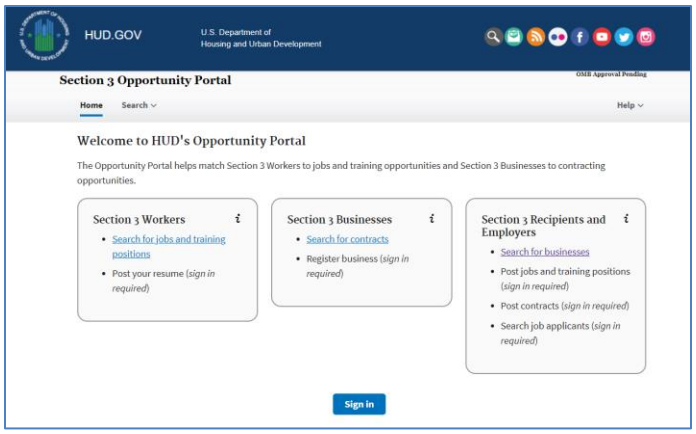
- The email used to create or log in via login.gov in the Opportunity Portal must be the same as the Point of Contact email used at the time of registration for the business to connect to the account.
- Select "Employer" upon account set up.
- Select "My Section 3 Portal" followed by "My Business".
- If your registered business is not listed under "My Businesses", please contact HUD at Sec3biz@hud.gov.

Please see the following pages for guidance to registering and entering a job opportunity.

QUICK Guide

SPEARS – Opportunity Portal - Business

The **HUD Section 3 Opportunity Portal** is intended to help HUD grantees and Section 3 businesses meet their Section 3 obligations for employment and contracting. The site is to be used by either Section 3 Workers or Employers. Section 3 Workers may use the site to Search for Jobs, post their profile/employment history for companies to search or post their business(es). Employers may use the site for posting opportunities or business(es) or search for Workers to fill positions. Authentication has been implemented using GSA's Login.Gov service. Login.gov is an authentication service that offers the public secure and private online access to participating government programs, including the HUD Section 3 Opportunity Portal.

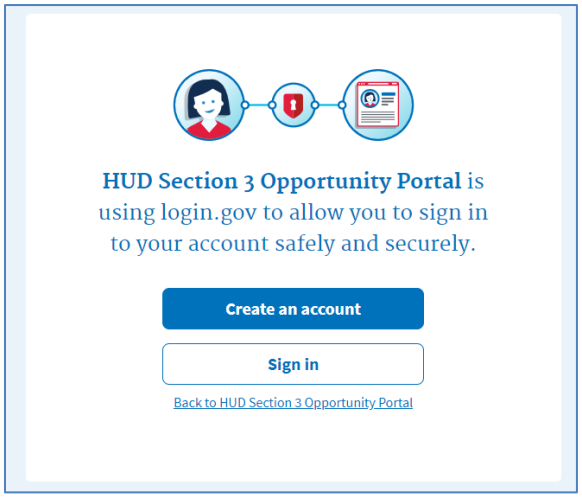


This document will guide the user through the creation of a Login.Gov account, logging into the Opportunity Portal application, and exercising the features that are available to both Section 3 Employers and Workers such as updating contact information, posting an employment profile, posting opportunities and searching for job/contract opportunities.

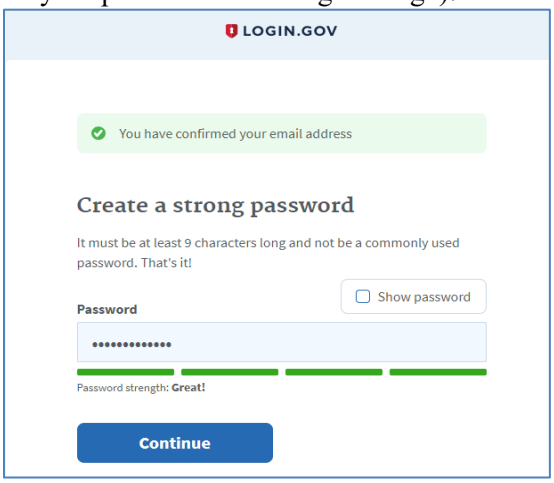
Create a Login.gov UserID

To access certain features in the Opportunity Portal such as creating a Worker profile so that businesses can search for you, posting Job and Contract opportunities, or search for Workers seeking employment, you must create a Login.gov account. If you only wish to search for open Job and Contract opportunities, you do not need a Login.gov account. To create an account:

a. Open a web browser such as Chrome, Edge, Firefox or Safari.
b. [Enter] https://hudapps.hud.gov/OpportunityPortal in the URL box.

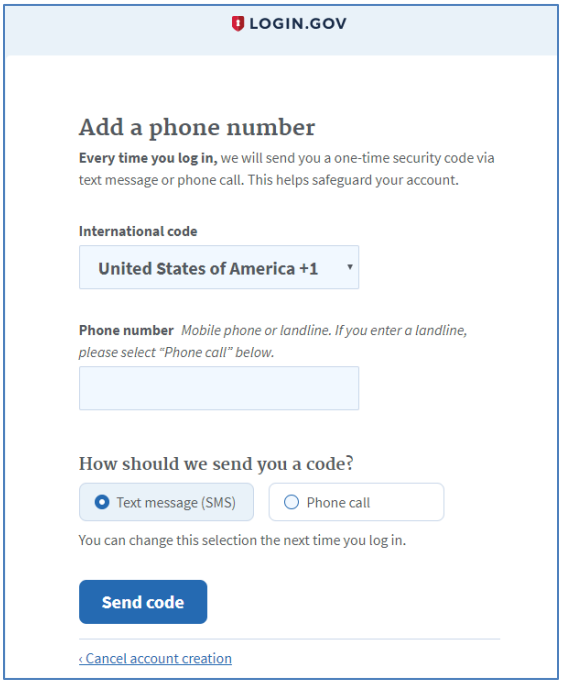


c. [Click] the **Create an account** button. *Note: if you already have an account, you can [Click] the **Sign in** button.*
d. Enter your email address in the **Email address** field (Note: this must be a valid email address that you can access at that time), then [Click] **Submit**.
e. You can now close the tab or window you are currently working in.
f. Go to your email account and look for a new email from no-reply@login.gov with the Subject: Confirm your email and open it.
g. In the email, [Click] the **Confirm your email address** button. (Note: this will open in your default browser; if you wish to use a different browser, simply copy this URL and paste it into the browser you wish to use.)
h. Create a new password. It must be at least 9 characters long and not be a commonly used password. Type the password into the Password field and [Click] **Continue**. (Note: you will not be able to move forward unless your password is "strong" enough).



i. Login.gov requires "two factor authentication", meaning you need to provide an additional way to prove you are the owner of your account when logging in (this adds an additional layer of security to your account). Choose one of the 3 options presented (the simplest is usually Text Message/SMS if you have a cell phone; otherwise, the next simplest is to get a phone call). Then [Click] the **Continue** button.

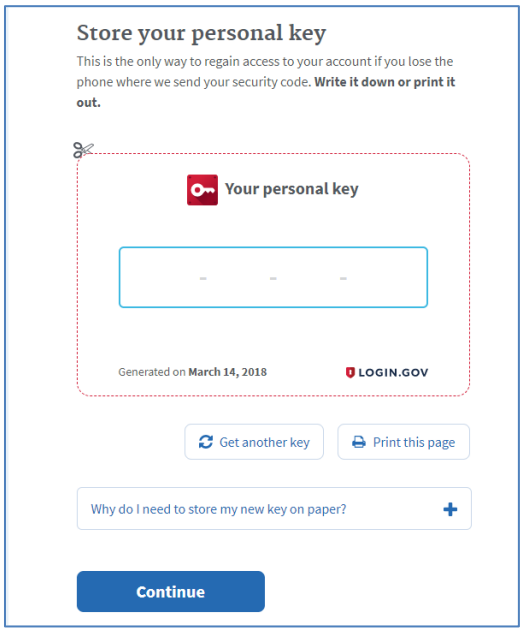
j. If you chose Text Message/SMS then enter your mobile phone number in the Mobile phone number field, then [Click] the **Send code button**.



k. If you chose Text Message/SMS then enter your security code that you received via text message/SMS in the One-time security code field, then [click] **Submit**. (Note: you must do this within 10 minutes of receiving the code, or you will need to generate a new one).

l. Write down, print out, or take a screen shot of your personal key; you may need this to log in later to regain access to your account if you lose your phone, for example.

m. [Click] **Continue**.



n. Type the personal key that you just saved in the field that appears. You do not need to enter dashes, just the numbers and letters from your key.

o. [Click] **Agree and Continue**.

Log in with Login.gov

To log in to the Section 3 Opportunity Portal, do the following.

a. Once you have an account, you can go to https://hudapps.hud.gov/OpportunityPortal in your web browser, then [Click] the **Sign in** button.

b. [Enter] your **Email Address** and **Password** that you used when signing up for Login.gov and [Click] **Next.**

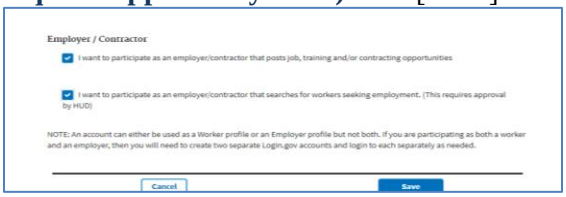
c. Follow the steps for multi-factor authentication.

d. You will then be logged into the application and the Section 3 Opportunity Portal home page will appear.

Add Employer/Contractor Role, Add Contact Information

Businesses must select one or more roles. One role gives the ability to add, edit, and delete Opportunities and Businesses. Another role gives the ability to search for Section 3 Workers seeking employment (this role must be approved by a HUD SPEARS system administrator before being granted). When you log in for the first time, you will need to select a role. You can also get to this page by [Selecting] **My Account** from the upper menu and then [Selecting] **View Profile**.

a. On the Role page, [Select] "**I want to participate as an employer/contractor that posts job, training and/or contracting opportunities**" AND/OR "**I want to participate as an employer/contractor that searches for Workers seeking employment. (This requires approval by HUD)**" and [Click] **Save**.



b. [Scroll] down to the **Contact** section and [Click] the **Edit** button.

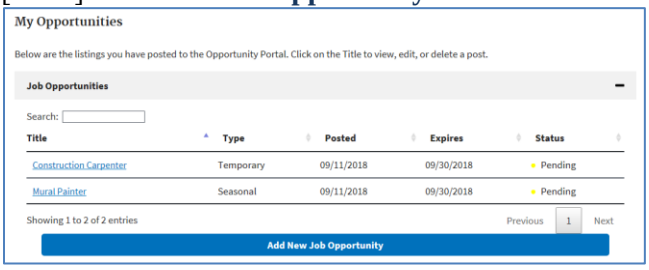
c. [Enter] data into, at a minimum, all *Required* fields. [Click] **Save**.

Post a Job Opportunity

If you selected the "**I want to participate as an employer/contractor that posts job, training and/or contracting opportunities**" role, you can post job opportunities for the public to search.

a. [Click] **My Opportunities** in the upper menu.

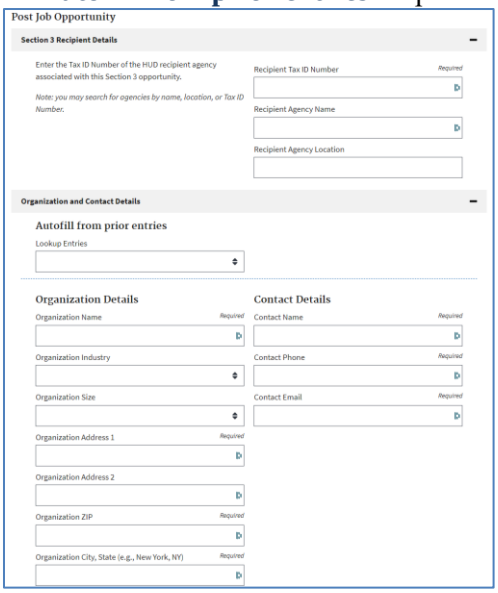
b. [Scroll] down to the **Job Opportunities** section and [Click] **Add New Job Opportunity**.



c. In the **Section 3 Recipient Details** section enter either a **Recipient Tax ID Number**, a **Recipient Agency Name**, or a **Recipient Agency Location** and [Select] an agency from the resulting suggestions. Note: This would be the grantee that is receiving HUD Section 3 funds.

d. [Scroll] to the **Organization and Contact Details** section and fill in the requested information in the form. You must fill in all fields marked *Required*.

e. If you have already created a prior Job or Contract opportunity, you can [Select] your prior information from the **Autofill from prior entries** dropdown.

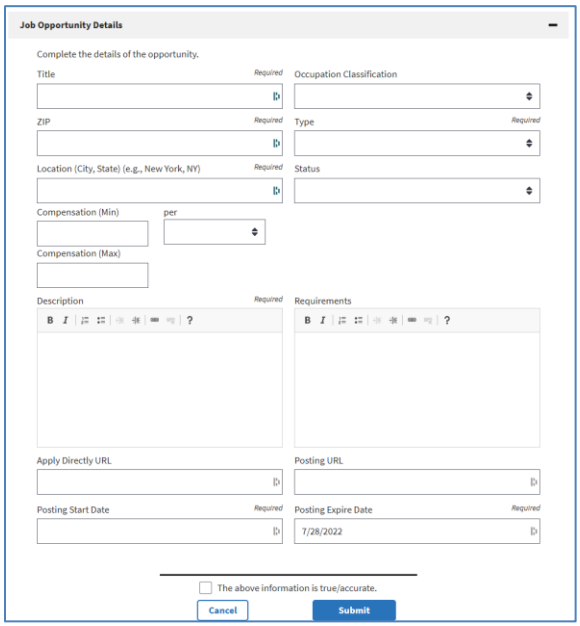


f. For the **Organization ZIP** field, enter the first 3 (or more) numbers of the ZIP code, then [Select] the ZIP code you desire. This will automatically enter the proper **Organization City, State**.

g. Enter data in all *Required* fields under **Organization Details, Contact Details,** and **Job Opportunity Details**. You may also enter data in any optional fields.

h. If you enter a standard job title in the **Title** field, you will get a list of suggestions. [Select] a job **Title**, and this will automatically fill the Occupation **Classification** field with the appropriate federal classification. Otherwise, you may choose this manually if you wish to do so.

i. The **Description** and **Requirements** fields allow you to enter rich text (e.g., bold, italic, bullets, links). Highlight the text you wish to embellish, and [Click] the proper **icon** in the gray bar at the top of the field to make the change.



j. You can submit a URL where users can apply directly to your job if you have such a link on a different job site. To do this, enter the full URL (starting with http:// or https://) in the **Apply Directly URL** field. This will put a direct link to the application URL in your job posting.

k. If you have the same job listing posted to a different job site or your own web site, you can submit a link that goes directly to this job posting. To do this, enter the full URL (starting with http:// or https://) in the **Posting URL** field. This will put a direct link to the original job post in your new job posting.

l. Enter a **Posting Start Date** and **Posting Expire Date** by [Clicking] in the appropriate field and [Selecting] the date from the calendar popup. You can also enter the date directly in the following format: **mm/ddd/yyyy**. Note that job postings can be up to 1 year, and you can extend them as needed at a later date.

m. When all required fields and any optional fields are filled in and you are ready to save the information, [Click] "**The above information is true/accurate.**" Then [Click] **Submit**.

n. Your Job posting will be saved and viewable only by you. Each time you add or edit a Job posting, it will have a Pending status for 24 hours, after which it will be available for the public to search.

View and Edit Job Opportunity Posting

You may view the public view or edit your Job opportunity posting at any time.

a. [Click] **My Opportunities** in the upper menu.

b. On the **My Opportunities** page, find the Job opportunity you wish to view or edit by entering a keyword from your job title in the Search field (just under the Job Opportunities heading). You can also [Click] the **numbers** below the listing, or [Click] **Previous** or **Next** to page through your listing of Jobs.

c. If you wish to view the public view of the Job, [Click] on the **title**, then [Select] **View Public Post** from the context menu.

d. If you wish to edit your Job posting, [Click] on the **title**, then [Select] **Edit** from the context menu.

e. You can now edit any data as needed, then [Click] **Submit** to save the updates.

f. Your Job posting will be saved and viewable only by you until it is approved. Each time you add or edit a Job posting, it will have a Pending status for 24 hours, after which it will be available for the public to search.

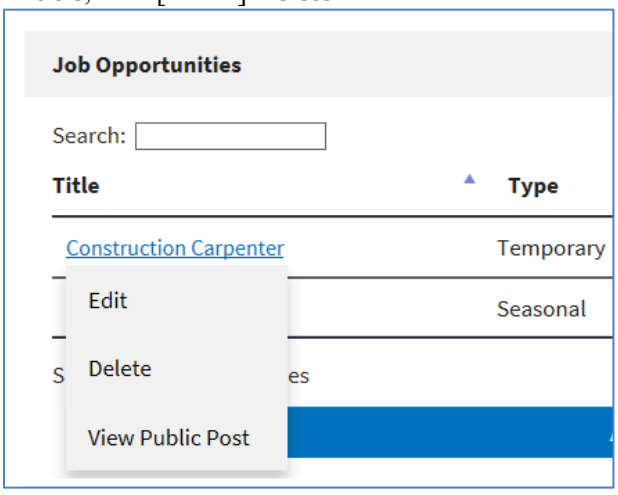
Delete a Job Opportunity Posting

Following are the steps to delete a Job opportunity posting.

a. [Click] **My Opportunities** in the upper menu.

b. Find one of the Job Opportunities you wish to delete by entering a keyword from your job title in the Search field (just under the Job Opportunities heading), if it is not visible on the screen. You can also [Click] the **numbers** below the listing, or [Click] **Previous** or **Next** to page through your listing of Jobs.

c. Once you have found the desired posting, [Click] on the **title**, then [Select] **Delete** from the context menu.

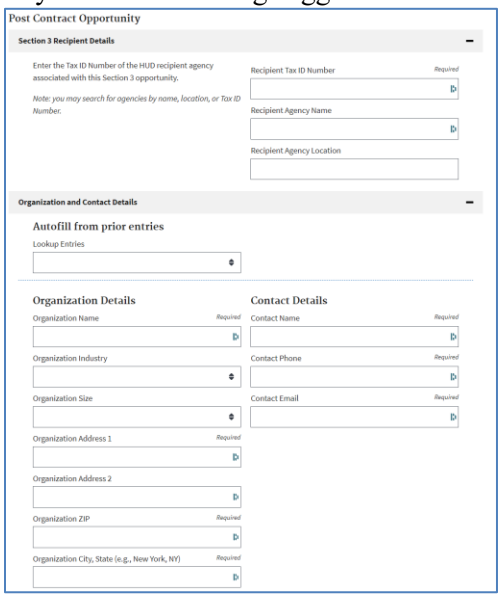


d. In the popup dialog, [click] "**OK**" to confirm deletion.

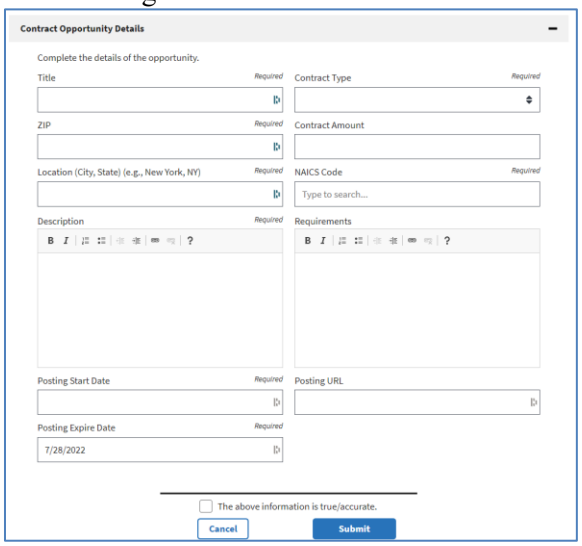
Post Contract Opportunity

If you selected the "**I want to participate as an employer/contractor that posts job, training and/or contracting opportunities**" role, you can post contract opportunities for the public to search.

a. [Click] **My Opportunities** in the upper menu.
b. [Scroll] down to the **Contract Opportunities** section and [Click] **Add New Contract Opportunity**.
c. In the **Section 3 Recipient Details** section enter either a **Recipient Tax ID Number**, a **Recipient Agency Name**, or a **Recipient Agency Location** and [Select] an agency from the resulting suggestions.



d. [Scroll] to the **Organization and Contact Details** section and fill in the requested information in the form. You must fill in all fields marked *Required*.
e. If you have already created a prior Job or Contract opportunity, you can [Select] your prior information from the **Autofill from prior entries** dropdown.
f. For the **Organization ZIP** field, enter the first 3 (or more) numbers of the ZIP code, then [Select] the ZIP code you desire. This will automatically enter the proper **Organization City, State**.
g. Enter data in all required fields under **Organization Details, Contact Details,** and **Contract Opportunity Details**. You may also enter data in any optional fields.
h. For the **NAICS Code,** [Enter] either a partial NAICS Code OR [Enter] a keyword for the code (such as "paint", "plumbing", etc.), then [select] one of the suggested codes.
i. The **Description** and **Requirements** fields allow you to enter rich text (e.g., bold, italic, bullets, links). Highlight the text you wish to embellish, and [Click] the proper **icon** in the gray bar at the top of the field to make the change.



j. If you have the same contract listing posted to a different job site or your own web site, you can submit a link that goes directly to this contract posting. To do this, enter the full URL (starting with http:// or https://) in the **Posting URL** field. This will put a direct link to the original contract post in your new contract posting.
k. Enter a **Posting Start Date** and **Posting Expire Date** by [Clicking] in the appropriate field and [Selecting] the date from the calendar popup. You can also enter the date directly in the following format: **mm/dd/yyyy**. Note that contract postings can be up to 1 year, and you can extend them as needed at a later date.
l. When all required fields and any optional fields are filled in and you are ready to save the information, [Click] "**The above information is true/accurate.**" Then [Click] **Submit**.
m. Your Contract posting will be saved and viewable only by you. Each time you add or edit a Contract posting, it will have a Pending status for 24 hours, after which it will be available for the public to search unless it is flagged by HUD management.

View and Edit Contract Opportunity Posting

You may view the public view or edit your Contract opportunity posting at any time.

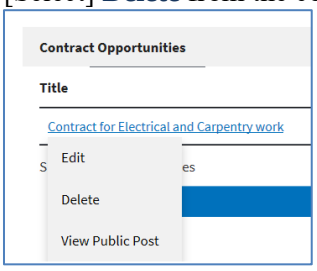
a. [Click] **My Opportunities** in the upper menu.
b. On the **My Opportunities** page, find the Contract opportunity you wish to view or edit by entering a

keyword from your contract title in the Search field (just under the Contract Opportunities heading), if it is not visible on the screen. You can also [Click] the **numbers** below the listing, or [Click] **Previous** or **Next** to page through your listing of Contracts.

c. If you wish to view the public view of the Contract, [Click] on the **title**, then [Select] **View Public Post** from the context menu.
d. If you wish to edit your Contract posting, [Click] on the **title**, then [Select] **Edit** from the context menu.
e. You can now edit any data as needed, then [Click] **Submit** to save the updates.
n. Your Contract posting will be saved and viewable only by you. Each time you add or edit a Contract posting, it will have a Pending status for 24 hours, after which it will be available for the public to search unless it is flagged by HUD management.

Delete Contract Opportunity Posting

a. [Click] **My Opportunities** in the upper menu.
b. Find one of the Contract Opportunities you wish to delete by entering a keyword from your contract title in the Search field (just under the Contract Opportunities heading), if it is not visible on the screen. You can also [Click] the **numbers** below the listing, or [Click] **Previous** or **Next** to page through your listing of Contracts.
c. Once you have found the desired posting, [click] on the **title**, then [Select] **Delete** from the context menu.



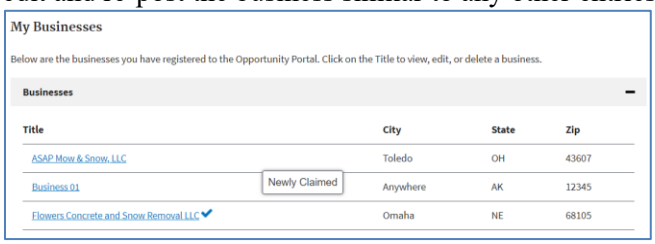
d. In the popup dialog, [click] "**OK**" to confirm deletion.

My Businesses

Any user may register their Section 3 self-certified business listing within the Section 3 Opportunity Portal. Any registered businesses are listed on the My Businesses page.

a. [Click] **My Section 3 Portal** in the upper menu, then [Click] **My Businesses**.

Along with self-registered businesses, the application will Claim any businesses that match with the user's email address. Upon caiming, a checkmark will appear beside the business for the next 3 days. After claiming, the user may edit and re-post the business similar to any other entries.



Add Business

You can add a Section 3 self-certified business listing within the Section 3 Opportunity Portal.

b. [Click] **My Section 3 Portal** in the upper menu, then [Click] **My Businesses**.
c. [Click] **Add Business**.

1. Business Information.

a. [Enter] Business Name, Business Street Address, City, State
b. Enter the first 3 (or more) numbers of the ZIP code, then [Select] the ZIP code you desire. This will automatically update the **City** and **State** fields.

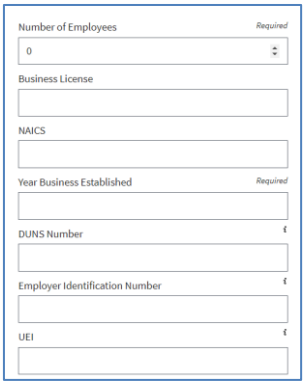
2. Contact Information.

[Enter] Business Telephone Number, Business Point of Contact and Business Email.

Add a Business (cont.)

3. Business Details

[Enter] Business Details in the following fields.



Optionally,

a. [Enter] County and/or City Area(s) that the business is **not** willing to serve. **Entries must be less than 200 characters**.

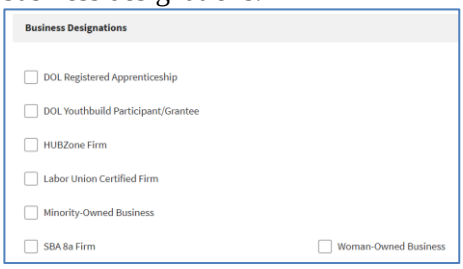
b. The Capabilities Narrative is a summary of a company's ability to perform. Narratives must be less than 4,000 characters.

4. Small Business

[Check] if you identify as a small business.

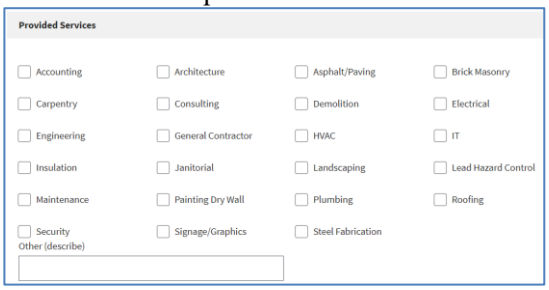
5. Business Designations

[Check] one or more checkboxes (optional) to select business designations.



6. Provided Services

The selection (one or more) of the following checkboxes is required.

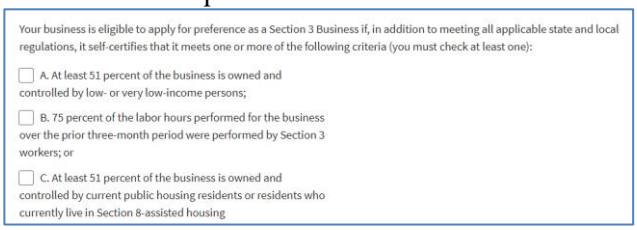


7. Business Currently Hiring

[Select] the appropriate option for the business' hiring status. (The default radio option is No).

8. Section 3 Business Criteria

The selection (one or more) of the following checkboxes is required.



[Check] The above information is true/accurate
[Click] Submit

Edit a Business

a. [Click] **My Section 3 Portal** in the upper menu, then [Click] **My Businesses**.
b. [Click] the Title of a business, from the pop-up menu, [Click] Edit
c. Revise the Business listing's data as needed.
d. [Check] The above information is true/accurate
e. [Click] Submit

View a Business

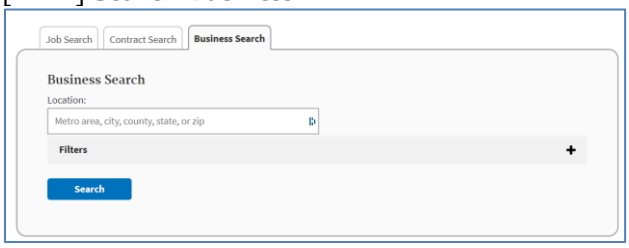
a. [Click] **My Section 3 Portal** in the upper menu, then [Click] **My Businesses**.
b. [Click] the Title of a business, from the pop-up menu, [Click] View Public Post

Delete a Business

a. [Click] **My Section 3 Portal** in the upper menu, then [Click] **My Businesses**.
b. [Click] the Title of a business, from the pop-up menu, [Click] Delete
c. In the pop-up dialog, [click] OK

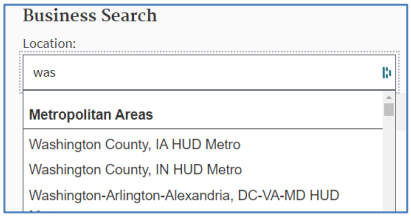
Search for Section 3 Businesses

[Click] **Search** in the upper menu, then
[Click] **Search Business**



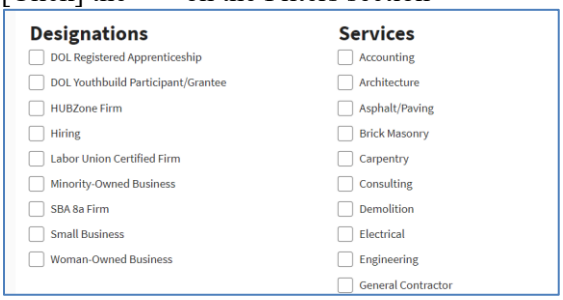
1. Select Metropolitan Area.

a. In the Location text box, start entering the name of a state, metro area, county or zip code, then select the Location for the Business from the auto loaded drop down list. Selection of a Location is required.



2. Select Filters.

a. [Click] the "+" on the Filters section



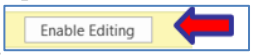
b. [Check] on one or more Check Boxes for Designations or Services to filter (optional)
c. [Click] Search to view Search Results.

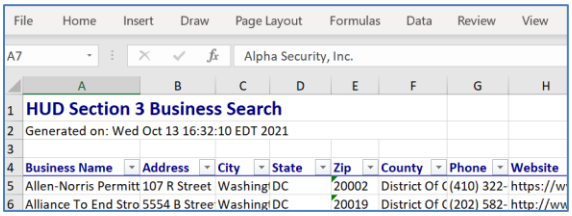


3. Export Results to Excel.

a. To export the results of the business search to Microsoft Excel, [Click] the *Download search results* link, which is just before the table.

b. Depending on the browser, the file will either open in a viewer or can be downloaded and saved.
c. When opening the file in MS Excel, it may open in a Protected View.
d. If so, [Click] the **Enable Editing** option at the top of the screen.

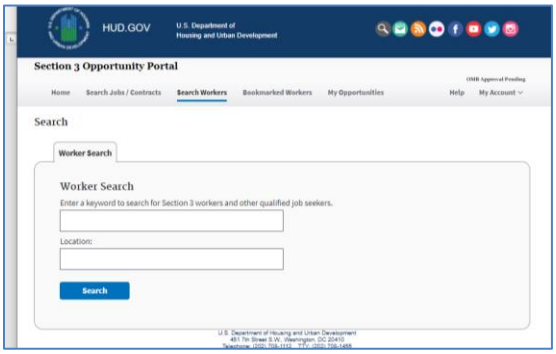




Search for Workers

If you selected the role "**I want to participate as an employer/contractor that searches for Workers seeking employment. (This requires approval by HUD)**" and you are approved, you can search for Workers who have created a profile on the site.

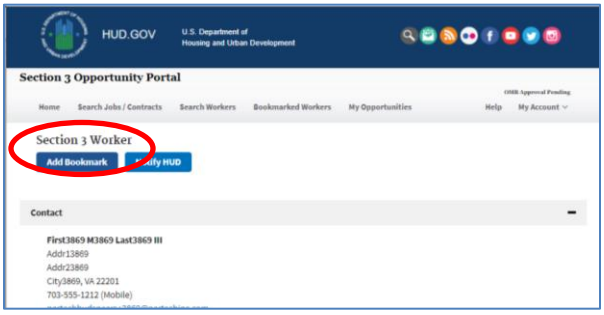
a. [Click] **Search Workers** in the upper menu (Note: this menu option will only be available once you are approved by a system administrator).
b. [Enter] **Keywords** and a **Location** related to the job for which you are seeking employees (e.g., job title keyword, skills needed, etc.) and [Click] **Search**.



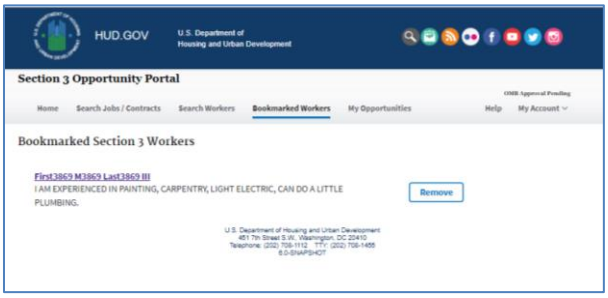
c. In the results, [Click] a **Name** link from the search results to view the Worker's profile.
d. You can contact the Worker via the contact information in their profile.

Bookmark Workers

a. Once you have found a Worker profile you would like to bookmark, [Click] **Add Bookmark** at the top of the Worker's profile to bookmark the Worker.



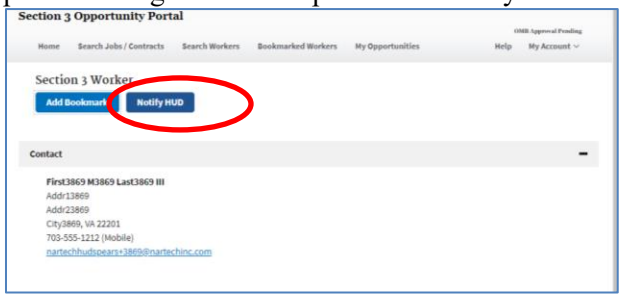
b. To remove a bookmark, go to the Worker profile and [Click] **Remove Bookmark** at the top of the page.
c. To see a list of all Workers you have bookmarked, [Click] **Bookmarked Workers** in the upper menu.
d. You can also remove bookmarks on this page by [Clicking] **Remove** next to the bookmark you wish to remove.



Flag Workers—Notify HUD

If you notice a profile that you believe violates HUD's standards (such as a fake profile, spam, etc.) you can "flag" the profile for HUD review by doing the following steps.

a. Once you have found a Worker profile you would like to flag, [Click] **Notify HUD** at the top of the Worker's profile to flag the Worker profile and notify HUD.



b. To remove a flag, go to the Worker profile and [Click] **HUD Notified** at the top of the page. This will remove the flag.

CITY OF CRESCENT CITY

ADDENDUM NO.1
FOR
F STREET 3.5-5TH STREET STORM DRAIN CONSTRUCTION PROJECT

COMMUNITY DEVELOPMENT BLOCK GRAND (CDBG) PROGRAM GRANT NO. 23-CDBG-10002

RFP NO. 2026-1002.1

July 15, 2026

NOTICE IS HEREBY GIVEN TO BIDDERS regarding changes to the above-mentioned project contract documents. This Amendment shall be considered part of the bid documents as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Amendment shall govern and take precedence.

Changes to the Specifications:

Bid Date is being moved to July 28, 2026.

No Change to Bid Time.

SECTION 00 10 00

INVITATION TO BID

F STREET 3.5 TO 5TH STREET STORM DRAIN PROJECT
CONTRACT #2026-1002.1

Sealed bids for the construction of the F Street 3.5 to 5th Street Storm Drain Project will be received by the Owner, the City of Crescent City at the Crescent City Public Works Department office until 3:00 PM on ~~**22 July 2026**~~ **28 July 2026**. The bids will be opened publicly and read aloud at 3:00 PM on the same day in the Public Works Office. Bids must be addressed to:

City of Crescent City
Public Works Department
377 J Street
Crescent City, CA 95501

and labeled "Bid for the F STREET 3.5 TO 5TH STREET STORM DRAIN PROJECT."

No other changes are included in this addendum.

This completes Addendum No. 1.
Addendum No. 1 totals two (2) pages including the front page.

David Yeager, Public Works Director

July 15, 2026
Date

CITY OF CRESCENT CITY

ADDENDUM NO.2
FOR
F STREET 3.5-5TH STREET STORM DRAIN CONSTRUCTION PROJECT

COMMUNITY DEVELOPMENT BLOCK GRAND (CDBG) PROGRAM GRANT NO. 23-CDBG-10002

RFP NO. 2026-1002.1

July 20, 2026

NOTICE IS HEREBY GIVEN TO BIDDERS regarding changes to the above-mentioned project contract documents. This Amendment shall be considered part of the bid documents as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Amendment shall govern and take precedence.

Clarification to Specification SECTION 00 10 OO

1. **No Change to Bid Date or Bid Time.**
2. **Bid Date remains July 28, 2026 @ 3:00 p.m. per Addendum #1.**
3. **No Electronic Bid submittals will be accepted.**
4. **This is a Community Development Block Grant (CDBG) funded project and therefore compliance with "Section 3" is required – See Attachments C. There is no waiver of any of the requirements pre-bid, contractually, or during construction of the project.**
5. **This project's Labor Compliance and Section 3 project recording will be utilizing LCP Tracker to receive all payroll and related project documentation. All payrolls must be submitted through the contracted labor compliance monitor. These same payrolls can be updated to the State's DIR.**

Updating Attachments A & B for applicable labor rates.

- Attachments
  - Attachment A – Applicable Current Federal Prevailing Wage Rates – May 21, 2026 update
    https://sam.gov/wage-determination/CA20260004/3
  - Attachment B – State Prevailing Wage Rates
    https://www.dir.ca.gov/OPRL/2026-1/pwd/index.htm

Changes to the Specifications:

Delete the following in Specification Section 33 41 00 STORM DRAIN IMPROVEMENTS AND UTILITY DRAINAGE PIPING, Part 3 – EXECUTION 3.02, B. Test piping systems for leaks and defects.

~~2. Test completed piping systems according to requirements of authorities having jurisdiction.~~

~~3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.~~

~~4. Submit separate report for each test.~~

~~5. Gravity-Flow Storm Drainage Piping: Test according to requirements of authorities having jurisdiction and the following:~~

~~a. Exception: Piping with soil tight joints unless required by authorities having jurisdiction.~~

~~b. Option: Test plastic piping according to ASTM F 1417.~~

~~c. Option: Test concrete piping according to ASTM C 924 (ASTM C 924M).~~

Clarification to Plan Sheets:

This project utilizes NO double junction boxes as shown in the typical details on Sheet D-1. The Junction Boxes are the single pipe/frame and cover boxes as shown on Sheet FD-6.

This completes Addendum No. 2.
Addendum No. 2 totals two (2) pages including the front page.

David Yeager, Public Works Director

July 20, 2026
Date

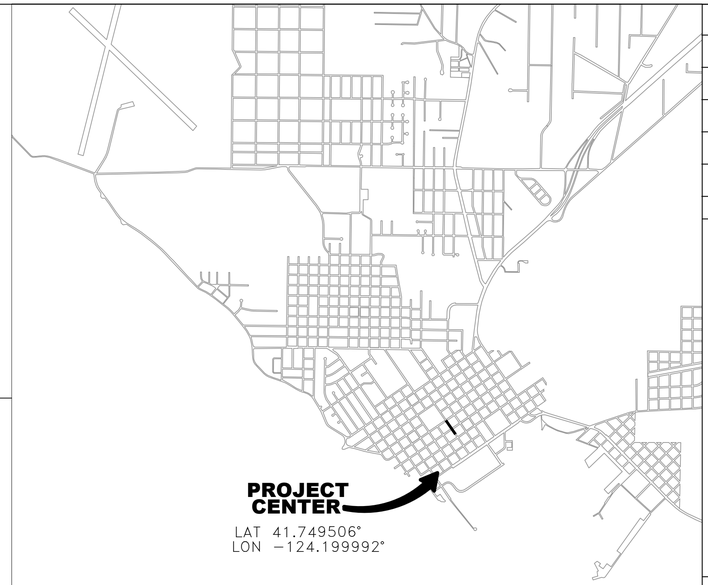
City of Crescent City

F Street Storm Drain Project - Phase II

CONTRACT # 2026-1002.1

Project Funded by A California Community Development Block Grant (CDBG)

COMMUNITY DEVELOPMENT BLOCK GRANT



City of Crescent City





Sheet Index

NAME	CONTENTS
COVER	COVER
N-1	NOTES
SC-1	SURVEY CONTROL
FD-1 - 6	F ST STORM DRAIN
FF-1 - 5	F ST SURFACE IMPROVEMENTS
D-1 - 4	STORM DRAIN DETAILS
TCP-1	TRAFFIC CONTROL PLAN
WPC-1 -6	WATER POLLUTION CONTROL

CONFORMED BID SET

CITY of CRESCENT CITY
377 J Street
Crescent City, CA 95531
(707) 464-9506 phone
(707) 465-4405 fax

F STREET STORM DRAIN PROJECT PHASE II

JOB NO	
1002.2	
DESIGN BY	DRAWN BY
M. YOUNG	EL
CHECKED BY	
JO	
DATE	
8 JULY 2021	
SCALE	
1"=20'	

ERIC WIER, CITY MANAGER — DATE

BLAKE INSCORE, CITY MAYOR — DATE

JON OLSON, DIRECTOR OF PUBLIC WORKS - CITY ENGINEER — DATE

COVER

GENERAL NOTES:

1. ALL WORKMANSHIP AND MATERIALS SHALL CONFORM TO STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS & SPECIFICATIONS (2018) AND THE SPECIFICATIONS FOR THIS PROJECT UNLESS SHOWN OTHERWISE.
2. PROJECT REQUIRES A CLASS "A" GENERAL ENGINEERING CONTRACTOR'S LICENSE IN THE STATE OF CALIFORNIA.
3. QUANTITIES OF ITEMS, LENGTH OF PROJECT AND SITE CONDITIONS SHOWN IN THE PLANS ARE APPROXIMATE. ALL MATERIALS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.
4. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOBSITE DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY OF CRESCENT CITY AND THEIR REPRESENTATIVES HARMLESS FROM ANY AND ALL LIABILITY, REAL AND/OR ALLEGED, IN CONJUNCTION WITH THE PERFORMANCE OF THIS PROJECT.
5. CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING STRUCTURES, ROADS AND UTILITIES DURING CONSTRUCTION. ANY DAMAGE SHALL BE REPAIRED AND THE STRUCTURE OR FACILITY RESTORED TO EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S EXPENSE.
6. CONTRACTOR SHALL VERIFY LOCATIONS, ELEVATIONS DISTANCES AND FEATURES WHICH MAY AFFECT THE WORK. SHOULD EXISTING CONDITIONS DIFFER FROM THOSE SHOWN OR INDICATED, OR IF IT APPEARS THAT THESE PLANS, STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS DO NOT ADEQUATELY DETAIL THE WORK TO BE DONE, CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONTINUING WITH ANY RELATED WORK. NO ALLOWANCE WILL BE MADE ON HIS BEHALF FOR ANY EXTRA EXPENSE RESULTING FROM FAILURE OR NEGLECT IN DETERMINING THE CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALE.
7. A SET OF SIGNED WORKING DRAWINGS AND A SET OF SPECIFICATIONS WILL BE KEPT AT ALL TIMES AT THE JOB SITE ON WHICH ALL CHANGES OR VARIATIONS IN THE WORK, INCLUDING ALL EXISTING UTILITIES, ARE TO BE RECORDED AND/OR CORRECTED DAILY AND SUBMITTED TO THE ENGINEER WHEN THE WORK TO BE DONE IS COMPLETED.
8. CONTRACTOR SHALL PROVIDE AND MAINTAIN SUFFICIENT TEMPORARY BARRIERS TO PROVIDE FOR THE SAFETY OF THE STAFF AND PUBLIC TO THE SATISFACTION OF THE CITY ENGINEER.
9. CONTRACTOR SHALL CONTACT THE CITY ENGINEER OR DESIGNEES, TO ARRANGE A PRE-CONSTRUCTION CONFERENCE FOR THE PURPOSE OF REVIEWING JOB REQUIREMENTS AND CITY PROCEDURES.
10. CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 72 HOURS IN ADVANCE OF COMMENCEMENT OF ANY PART OF THE WORK AND SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH THE CITY ENGINEER TO MINIMIZE IMPACT TO RESIDENTS AND BUSINESSES.
11. UNSUITABLE EXCAVATED MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A MANNER CONSISTENT WITH APPLICABLE REGULATIONS. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY AND EXPENSE FOR PROPER DISPOSAL OF MATERIAL TAKEN FROM THE SITE.
12. THE DESIGN FEATURES INCLUDING HORIZONTAL AND VERTICAL ALIGNMENTS, TYPICAL SECTIONS, APPROACHES AND OTHER DESIGN DETAILS SHOWN ON THESE PLANS SHALL NOT BE ALTERED OR MODIFIED IN ANY WAY DURING CONSTRUCTION WITHOUT THE EXPRESSED, WRITTEN DIRECTION AND APPROVAL OF THE ENGINEER AND/OR CONTRACTING OFFICER. DRAINAGE STRUCTURES SHALL BE INSTALLED AS SHOWN ON THE PLANS WITH ONLY MINOR CORRECTIONS IN LOCATION, SKEW AND/OR ELEVATION AS NEEDED TO FIT FIELD CONDITIONS AS DETERMINED BY THE ENGINEER OR THE OWNER'S REPRESENTATIVE.
13. THE CONTRACTOR SHALL READ AND MAKE CAREFUL EXAMINATION OF THE PLANS, SPECIFICATIONS, QUANTITIES AND MATERIAL ESTIMATES AND VISIT THE SITE OF THE PROPOSED CONSTRUCTION TO BECOME FAMILIAR WITH THE SITE CONDITIONS AND LIMITATIONS BEFORE MAKING A BID. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL ERRORS RESULTING FROM THE FAILURE TO MAKE SUCH AN EXAMINATION. ANY INFORMATION DERIVED FROM THE MAPS, PLANS, SPECIFICATIONS, PROFILES, DRAWINGS, OR FROM THE ENGINEER WILL NOT RELIEVE THE CONTRACTOR FROM ANY RISK OR FROM FULFILLING THE TERMS OF THE CONTRACT.
14. NO WORK SHALL BE PERFORMED OUTSIDE THE DESIGNATED CONSTRUCTION LIMITS WITHOUT THE APPROVAL OF THE OWNER'S REPRESENTATIVE.
15. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING STAGING AREAS WITH THE CITY OF CRESCENT CITY. ALL STAGING AREAS WITHIN THE RIGHT-OF-WAY SHALL BE PRE-APPROVED BY THE CITY ENGINEER.
16. UPON COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL LEAVE THE PROJECT AREA FREE OF DEBRIS AND UNUSED MATERIAL. ALL DAMAGE CAUSED BY THE CONTRACTOR SHALL BE RESTORED TO EQUAL OR BETTER CONDITION.
17. THE CONTRACTOR SHALL BE REQUIRED TO SAW CUT THE EXISTING ASPHALT PAVEMENT WHERE OLD ASPHALT IS TO TIE INTO THE NEW ASPHALT PAVEMENT. THE CONTRACTOR SHALL BE REQUIRED TO TAPER THE NEW ASPHALT CONCRETE SURFACING TO MATCH THE EXISTING PAVEMENT SECTION AT TIE-IN POINTS AND TO PROVIDE FOR A SMOOTH TRANSITION AS DIRECTED BY THE OWNER'S REPRESENTATIVE. THIS WORK SHALL BE INCIDENTAL TO THE PAVING ITEMS SHOWN. IN CASES WHERE GRINDING CAUSES PAVING TO RAVEL, SAW CUTTING IS REQUIRED.
18. CONSTRUCTION FENCING, BARRICADES, ADEQUATE SIGNAGE, ETC... ARE REQUIRED TO PROPERLY SECURE THE WORKSITE(S), FOR ROAD CLOSURES AND FOR PROTECTION OF THE PUBLIC.
19. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER A MINIMUM OF 72 HOURS IN ADVANCE OF ANY EXCAVATION THAT WILL EXTEND 2 FEET OR DEEPER, AND WILL NOT PROCEED WITH ANY EXCAVATION WORK UNTIL CLEARED TO DO SO BY THE ENGINEER. A TRIBAL MONITOR OR ARCHAEOLOGIST MAY BE ON SITE DURING CONSTRUCTION ACTIVITIES. THE CONTRACTOR IS ADVISED THAT IF ANY ARCHAEOLOGICAL FINDINGS ARE DISCOVERED DURING CONSTRUCTION THAT THE MONITOR OR ARCHAEOLOGIST HAS THE AUTHORITY TO SLOW OR STOP CONSTRUCTION ACTIVITIES AS THEY DEEM NECESSARY.
20. EXISTING SIGN SYSTEMS SHALL BE PROTECTED THROUGHOUT CONSTRUCTION UNLESS NOTED OTHERWISE ON THE PLANS. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY AND ALL DAMAGES TO SIGNS DURING CONSTRUCTION. ALL DAMAGE SHALL BE RESTORED TO EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S EXPENSE.
21. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO CHANGE THE ALIGNMENT OR ANY OTHER CHANGE OF THE ROAD PROJECT AS NEEDED AND DETERMINED, AND TO ADJUST THE QUANTITY OF CONTRACT ITEMS ACCORDINGLY. NO ADJUSTMENT WILL BE MADE IN CONTRACT UNIT PRICE, AND NO ADDITIONAL COMPENSATION WILL BE MADE DUE TO THE CHANGE OF ALIGNMENT OR ANY OTHER CHANGES.
22. CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS IN PROJECT PERMITS. (SEE SPECIFICATIONS)
23. ALL SALVAGED MATERIAL SHALL BE DELIVERED TO THE CITY CORPORATION YARD LOCATED AT 900 10TH STREET (CORNER OF 10TH AND "I" STREETS.

UTILITY NOTES:

1. UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE AND ARE SHOWN ONLY TO ASSIST THE CONTRACTOR IN COMPLETING THE WORK. THE CONTRACTOR SHALL VERIFY ALL UTILITIES WITH OWNERS PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES RESULTING FROM THE NEGLIGENCE OF THE CONTRACTOR SHALL BE RESTORED TO EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S EXPENSE.
2. THE CONTRACTOR SHALL COORDINATE UTILITY WORK WITH THE RESPONSIBLE UTILITY COMPANY (UTILITY OWNER).
3. THE ACTUAL LOCATION OF EXISTING UTILITIES MAY VARY FROM THAT SHOWN ON THE PLANS. EXACT LOCATION AND COMPLETENESS ARE NOT GUARANTEED. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICES ALERT (USA) AT 1-800-227-2600 A MINIMUM OF 72 HOURS PRIOR TO ANY EXCAVATION AND POTHOLE FOR EXACT LOCATION. CONTRACTOR SHALL POTHOLE AND LOCATE ALL EXISTING UTILITIES. VARIATIONS IN LOCATION AND DEPTH SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND THE ENGINEER IMMEDIATELY SO THAT THE LOCATION OF THE UTILITIES MAY BE CHECKED AGAINST THE PROPOSED DESIGN.
4. ALL LOCATIONS FOR WORK SHALL BE CHECKED AND COORDINATED WITH EXISTING CONDITIONS IN THE FIELD BEFORE BEGINNING CONSTRUCTION.
5. ALL EXISTING UTILITIES AND TIE-IN POINTS SHOULD BE CONSIDERED ACTIVE UNLESS OTHERWISE INDICATED.
6. THE CONTRACTOR AND OWNER'S REPRESENTATIVE SHALL ADJUST THE LENGTHS OF PIPES TO MATCH FIELD CONDITIONS.
7. THE LOCATION OF PIPES MAY BE MODIFIED AS NECESSARY TO FIT ACTUAL FIELD CONDITIONS
8. ALL WATER, SEWER AND DRY UTILITIES SHALL BE UNINTERRUPTED DURING THE COURSE OF CONSTRUCTION. CONTRACTOR MAY NEED TO PROVIDE BYPASS OR OTHER TEMPORARY MEASURES TO ENSURE UNINTERRUPTED SERVICE.

EROSION CONTROL NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR EROSION AND SEDIMENT CONTROL. CONTRACTOR SHALL IMPLEMENT THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND PROVIDE ALL MONITORING AND INSPECTION REQUIRED IN ACCORDANCE WITH THE STATEWIDE GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES.
2. A SWPPP HAS BEEN INCLUDED FOR THIS PROJECT AS PART OF THE PROJECT SPECIFICATIONS. IT SHALL BE ADHERED TO FOR THE DURATION OF THE PROJECT.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIX ANY DEFICIENCIES IN THE EROSION AND SEDIMENT CONTROL MEASURES INDICATED BY THE OWNER, THE ENGINEER OR THEIR REPRESENTATIVES.
4. PRIOR TO FINAL ACCEPTANCE, ALL AREAS OF THE SITE SHALL HAVE BEEN VEGETATED OR PERMANENTLY STABILIZED AND ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL HAVE BEEN REMOVED
5. CONTRACTOR SHALL PROVIDE A QUALIFIED SWPPP PRACTITIONER (QSP) IN ACCORDANCE WITH THE PERMIT AND SHALL UPLOAD ALL DATA AND REPORTS TO STORMWATER MULTIPLE APPLICATION AND REPORT TRACKING SYSTEM (SMARTS). CITY OF CRESCENT CITY WILL CERTIFY REPORTS.

TOPOGRAPHIC SURVEY NOTES:

(FOR SURVEY OF FRONT STREET FROM B STREET TO L STREET (HWY 101 SOUTHBOUND)

1. THE PURPOSE OF THE SURVEY IS TO DETERMINE THE TOPOGRAPHIC FEATURES IN AND AROUND THE AREA BEING CONSIDERED FOR CONSTRUCTION.
2. HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD83), CALIFORNIA ZONE 1, US FEET, EPOCH DATE 2007, BASED ON THE NATIONAL GEODETIC SURVEY (NGS) CONTROL POINT "101 DN 23.64", WITH PID "DH6371". GRID BEARINGS AND DISTANCES ARE SHOWN HEREON. MULTIPLY DISTANCES BY THE RECIPROCAL COMBINED SCALE FACTOR OF 0.9999742 TO OBTAIN GROUND DISTANCES.
3. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), US FEET, BASED ON NGS CONTROL POINT "941 9750 TIDAL 6" WITH PID "LV0117", HELD AT THE PUBLISHED ELEVATION OF 13.52 FEET AND CARRIED THROUGH THE SECONDARY CONTROL NETWORK FOR THE SURVEY.
4. UNDERGROUND UTILITIES ARE SHOWN BASED ON PHYSICAL EVIDENCE AND PUBLIC AND PRIVATE RECORDS. PHYSICAL EVIDENCE OF UTILITIES NOT OF RECORD MAY NOT BE SHOWN. (SEE UTILITY NOTE 1)
5. MANY FEATURES ARE SHOWN SYMBOLICALLY AND ARE NOT TO SCALE INCLUDING BUT NOT LIMITED TO POWER POLES, GUY WIRES AND ANCHORS, WATER VALVES, STORM AND SANITARY SEWERS, UNDERGROUND UTILITIES AND SIGNS. FOR EXAMPLE, A SINGLE LINE DOES NOT SHOW PIPE DIAMETER, NUMBER OF OVERHEAD LINES, DISTANCE BETWEEN LINES OR UNDERGROUND CONDUITS.
6. CONTRACTOR(S) SHALL PROTECT AND PRESERVE ALL EXISTING SURVEY MONUMENTS AND REPLACE ANY AND ALL MONUMENTS DISTURBED DURING THE WORK.

GRADING SURVEY NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL SURVEY DATA INCLUDING HORIZONTAL AND VERTICAL CONTROL PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION STAKING AND SHALL ARRANGE FOR STAKING BY A PROFESSIONAL LICENSED TO PRACTICE LAND SURVEYING OR CIVIL ENGINEERING IN THE STATE OF CALIFORNIA. STAKING WILL BE REVIEWED BY OWNER, ENGINEER OR THEIR REPRESENTATIVES FOR CONFORMANCE TO DESIGN PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL CONSTRUCTION OPERATIONS. ADEQUATE SHORING, BRACING, TIES AND SUPPORTS SHALL BE USED TO PROVIDE PROPER TEMPORARY INTEGRITY DURING ALL PHASES OF CONSTRUCTION.
4. ALL EXISTING LANDSCAPED AND UNPAVED AREAS WHICH ARE DISTURBED BY CONSTRUCTION OR EARTHWORK OPERATIONS SHALL BE RETURNED TO ORIGINAL CONDITION.
5. ALL DRAINAGE CONVEYANCES; DITCHES, SWALES, GUTTERS, ETC... SHOULD BE CONSIDERED ACTIVE UNLESS OTHERWISE NOTED. CONTRACTOR IS RESPONSIBLE FOR ADDRESSING STORM WATER DRAINAGE AND DEWATERING OF WORK AREAS DURING CONSTRUCTION.
6. ALL RIP RAP SHALL BE PLACED OVER GEOTEXTILE FABRIC.

TRAFFIC CONTROL NOTES:

1. CONTRACTOR SHALL USE THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR TRAFFIC CONTROL SEE PROJECT SPECIFICATIONS FOR OTHER TRAFFIC CONTROL REQUIREMENTS.
2. ALL PERMANENT AND TEMPORARY ROADSIDE SIGNS SHALL BE PLACED IN ACCORDANCE WITH THE CALIFORNIA MUTCD AND IN ACCORDANCE WITH THE DETAILS IN THESE PLANS.
3. THE DETAILS SHOWN FOR TEMPORARY TRAFFIC CONTROL REFLECT GENERAL REQUIREMENTS FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING AND SUBMITTING A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH THESE DETAILS, THE CONTRACTOR'S SEQUENCING PLAN, THE MUTCD AND THE PROJECT SPECIFICATIONS.
4. THE CONTRACTOR SHALL REMOVE ALL EXISTING ROADSIDE SIGNS AT THE TIME NEW, PERMANENT ROADSIDE SIGNS ARE INSTALLED OR IF THEY ARE IN THE WAY OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE AT LEAST THREE (3) WORKING DAYS IN ADVANCE OF SUCH SIGN REMOVAL.

AB	AGGREGATE BASE
AG	AGGREGATE
@	AT
BC	BEGIN CURVE
BM	BENCH MARK
BO	BLOW OFF
BOT	BOTTOM
BVC	BEGIN VERTICAL CURVE
BW	BACK OF WALK
CB	CATCH BASIN
CBC	CALIFORNIA BUILDING CODE
CL, ℄	CENTERLINE
CLR	CLEAR, CLEARANCE
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CONT	CONTINUOUS
CON'D	CONTUNUED
COORD	COORDINATE
CF	CUBIC FEET (FOOT)
CY	CUBIC YARD(S)
DIA, ø	DIAMETER
DTL	DETAIL
DI	DRAINAGE (DROP) INLET
DWG	DRAWING
E	EAST
EA	EACH
EC	END CURVE
EF	EACH FACE
EL/ELEV	ELEVATION
EP	EDGE OF PAVEMENT
EQ	EQUAL
ER	EDGE OF ROAD
ENGR	ENGINEER
EVC	END VERTICAL CURVE
EW	EACH WAY
EX	EXISTING
FIN	FINISH(ED)
FG	FINISH GRADE
FL,℄	FLOWLINE
FS	FINISH SURFACE
FT	FOOT, FEET
FTG	FOOTING
GALV	GALVANIZED
GR	GRADE
GND	GROUND
HMA	HOT MIX ASPHALT
HP	HIGH POINT
HZ	HORIZONTAL
HWY	HIGHWAY
IP	IRON PIPE
INV	INVERT
JCT	JUNCTION
L	LENGTH
LT	LEFT
LP	LIP OF PAN
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
N	NORTH
NIC	NOT IN CONTRACT
NO	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
OPNG	OPENING
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PE	POLYETHYLENE
PI	POINTOF INTERSECTION
PL	PLATE
P/L, ℄	PROPERTY LINE
PLCS	PLACES
PLWD	PLYWOOD
POC	POINT OF CONNECTION
PP	POWER POLE
PT	POINT OF TANGENCY
PT	PRESSURE TREATED
R, RAD	RADIUS
RC	RELATIVE COMPACTION
RCP	REINFORCED CONCRETE PIPE
RD	ROAD
REQD	REQUIRED
REQT	REQUIREMENT
RSP	ROCK SLOPE PROTECTION
RT	RIGHT
R/W	RIGHT-OF-WAY
S	SLOPE
SCH	SCHEDULE
SCHED	SCHEDULE
SD	STORM DRAIN
SHT	SHEET
SO	SOUTH
SS	SANITARY SEWER
SSTL	STAINLESS STEEL
STA	STATION
STD	STANDARD
STL	STEEL
TBC	TOP BACK OF CURB
TFC	TOP FACE OF CURB
THK	THICK
TG	TOP OF GRATE
TS	TOP OF SLAB
TW	TOP OF WALL
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
VERT	VERTICAL
W/	WITH
WD	WIDE
XING	CROSSING
YD	YARD

NOTES & ABBREVIATIONS

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JONATHAN O. YOUNG — REGISTERED PROFESSIONAL ENGINEER — CIVIL — STATE OF CALIFORNIA

F STREET STORM DRAIN PROJECT PHASE II

JOB NO 1002.2
DESIGN BY M YOUNG | DRAWN BY EL
CHECKED BY JO
DATE 8 JULY 2021
SCALE NONE



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(707) 465-4405 fax

F STREET STORM DRAIN PROJECT PHASE II

JOB NO	1002.2
DESIGN BY	M. YOUNG
DRAWN BY	EL
CHECKED BY	JO
DATE	8 JULY 2021
SCALE	1"=150'

SURVEY CONTROL

SC-1

SEE SHEET FD-1

F ST

3rd ST

4th ST

4 FD-6

5 FD-6

CONNECT TO <E> DRAIN FROM PARKING LOT INLET PLUMB INTO <N> INLET WITH 4" PVC

DEMO EX. INLET PLACE CALTRANS TYPE "GO"

REMOVE 39'± OF 12" RCP

PLACE 30'± OF 12" HDPE

STA. 56+42.3± PLACE 12" X 36" TEE

PLACE 5'± OF 36" HDPE

CONTINUE STORM DRAIN STA 57+25±

SAWCUT - CONST. LIMIT LINE

SAWCUT - CONST. LIMIT LINE

STA 54+75 TO 54+95± REPLACE <E> RCP

STA 55+92 TO 56+21± REPLACE OLD CMP

PLACE CALTRANS TYPE GO INLET
FL CURB @ INLET:17.00
FL OUT 12" HDPE:14.0
PLACE:6'± OF 12" HDPE
FL IN AT BOX:13.7
(SEE SHEET FF-3)

DEMO WESTERLY 24" SD LINE FROM BOX TO STA. 56+35± THEN PLUG SOUTHERLY END AND ABANDON SD LINE IN PLACE

CLEAN LINE FROM NEW BOX TO EXISTING INLET

ABANDON SD LINE IN PLACE

DEMO SD MANHOLE

DEMO <E> SD MANHOLE PLUG ENDS & ABANDON SD LINE IN PLACE

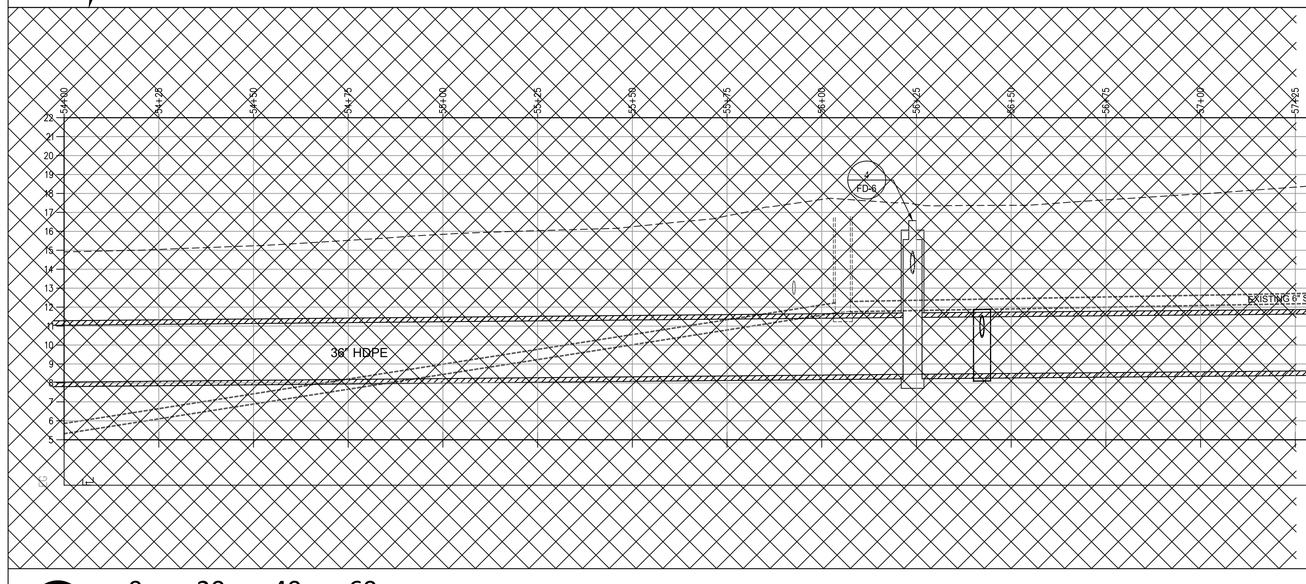
SEE SHEET FD-3

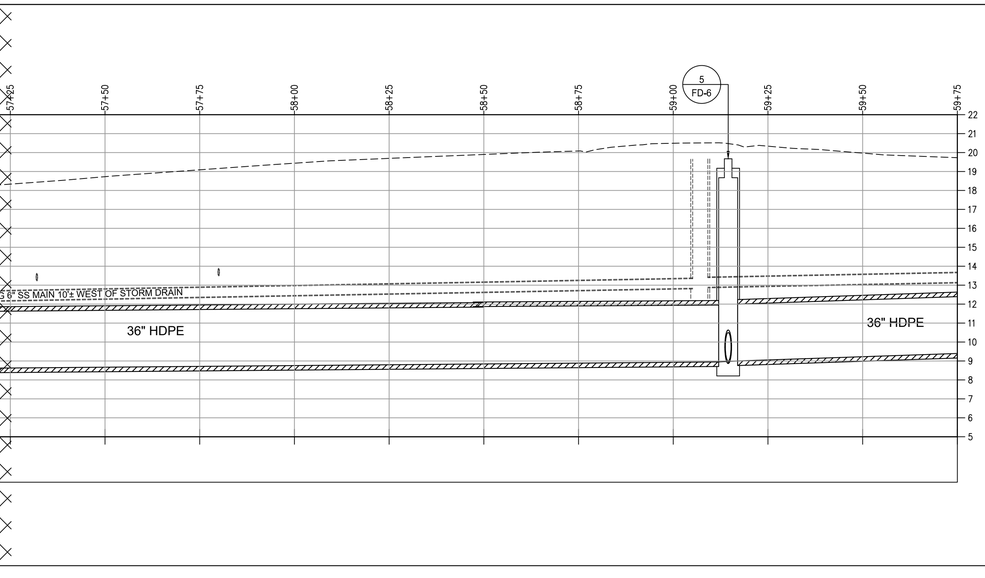
SEE SHEET FD-4

PREVIOUSLY CONSTRUCTED
NOT PART OF BID

10'± (×4)

SD SDx Wx





0 20 40 60

F STREET STORM DRAIN

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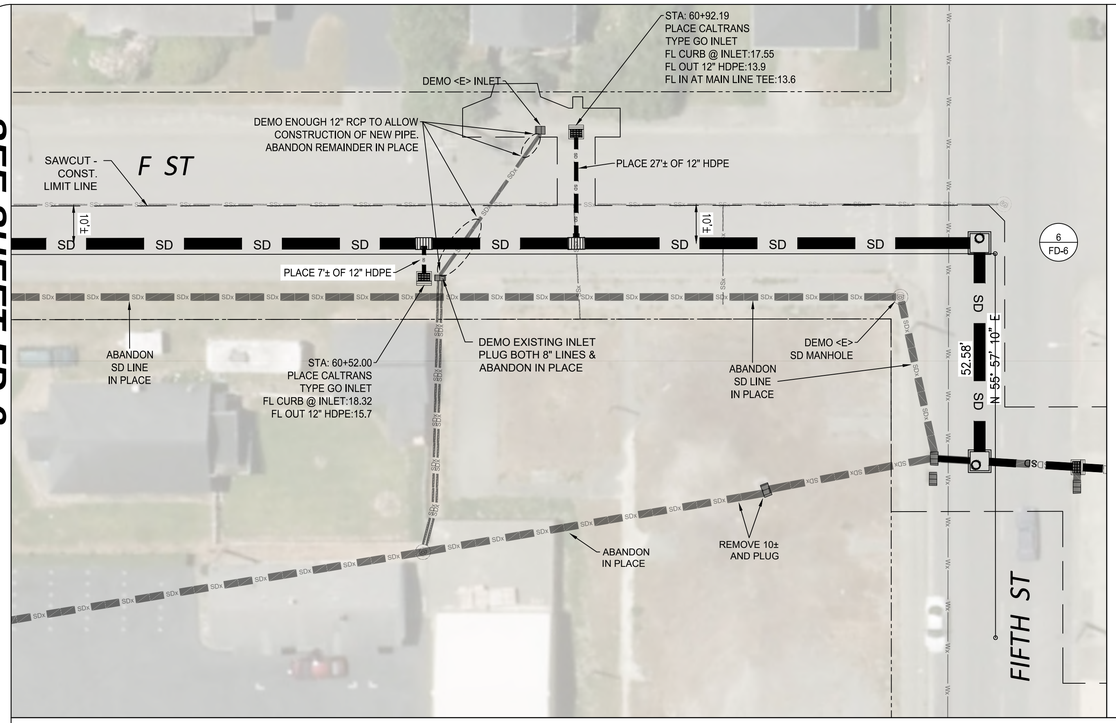
REGISTERED PROFESSIONAL ENGINEER
JONATHAN OLSEN
C78
CIVIL
STATE OF CALIFORNIA

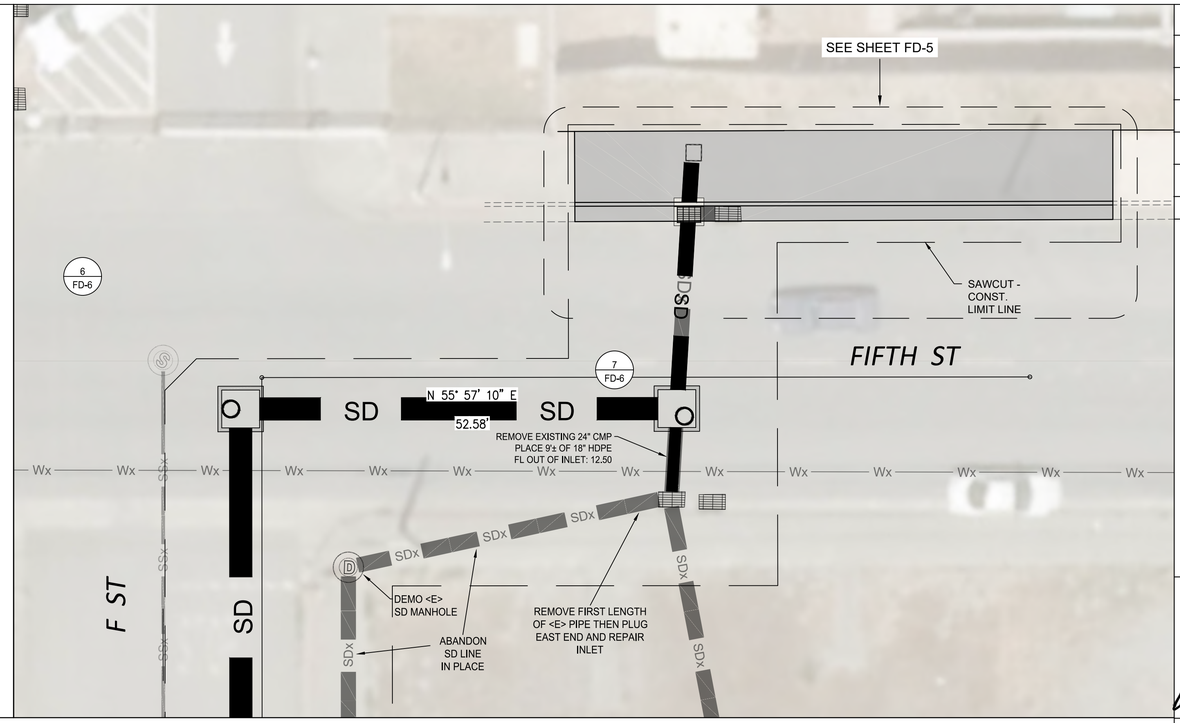
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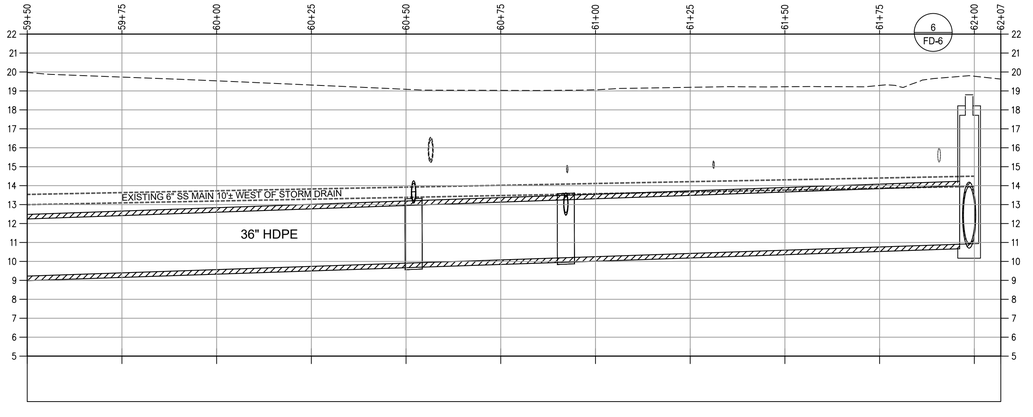
JOB NO	1002.2
DESIGN BY	M. YOUNG
DRAWN BY	EL
CHECKED BY	JO
DATE	8 JULY 2021
SCALE	1"=20'

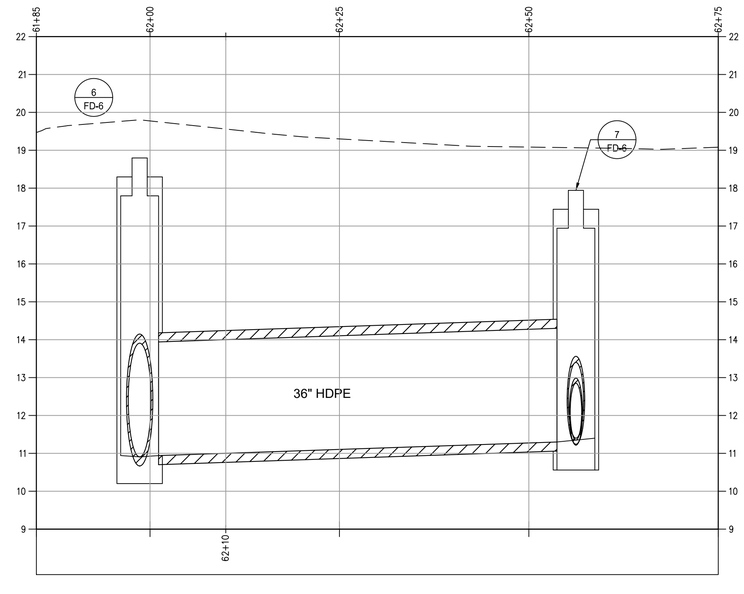
FD-2

SEE SHEET FD-2









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REGISTERED PROFESSIONAL ENGINEER
JONATHAN O. JOHNSON
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CIVIL
STATE OF CALIFORNIA

F STREET STORM DRAIN PROJECT PHASE II

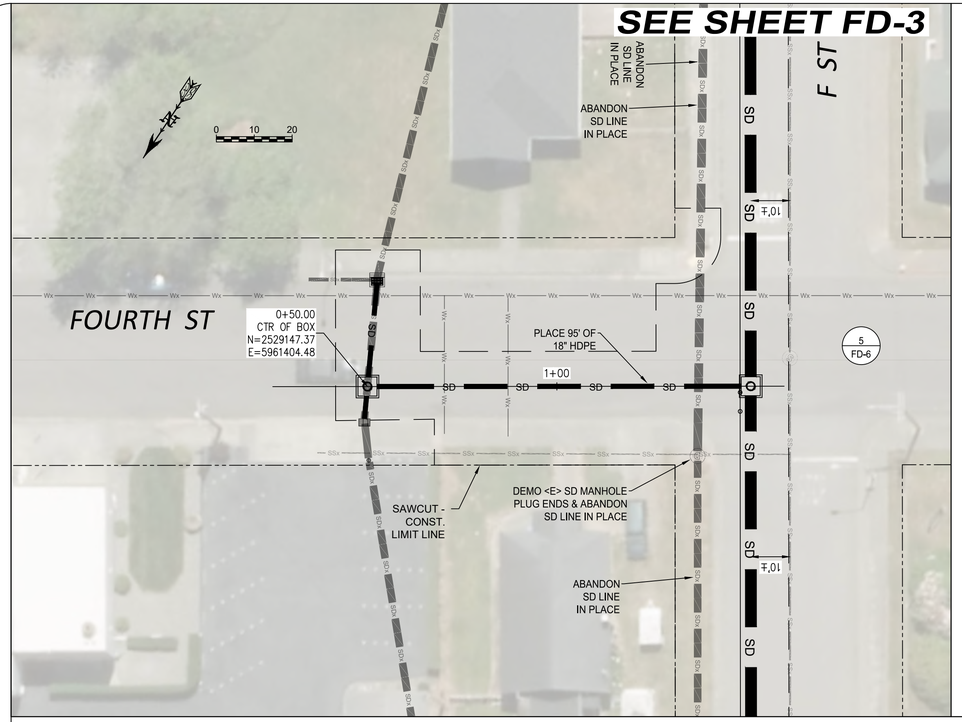
JOB NO	1002.2
DESIGN BY	M. YOUNG
DRAWN BY	EL
CHECKED BY	JO
DATE	8 JULY 2021
SCALE	1"=20'

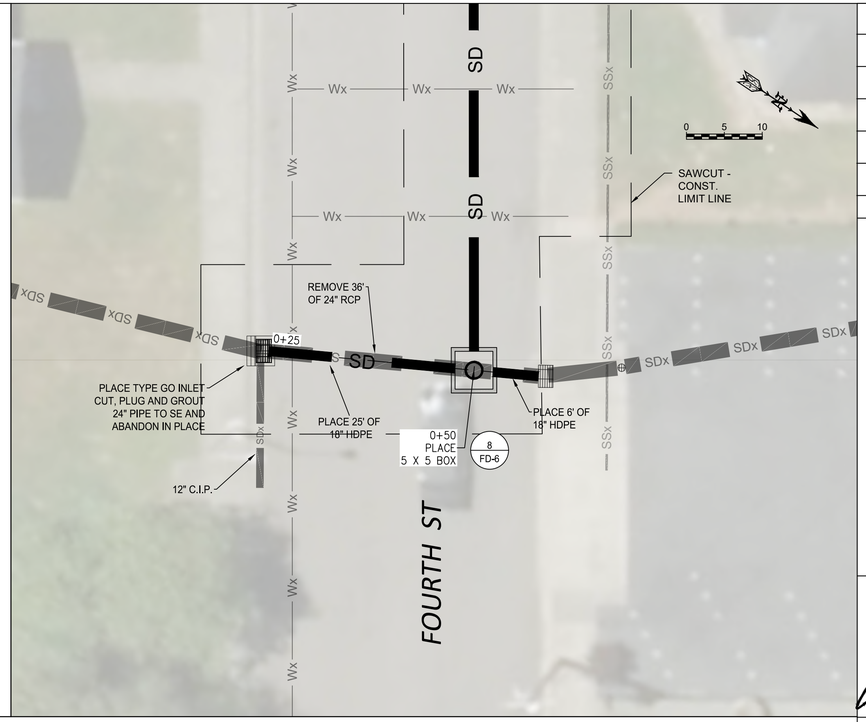
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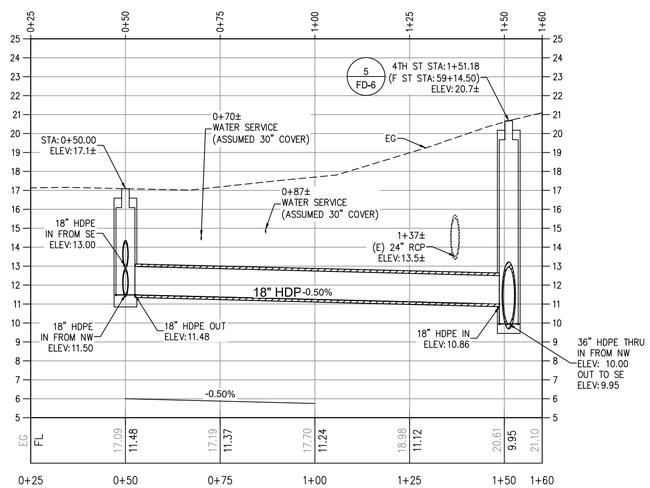
F STREET STORM DRAIN

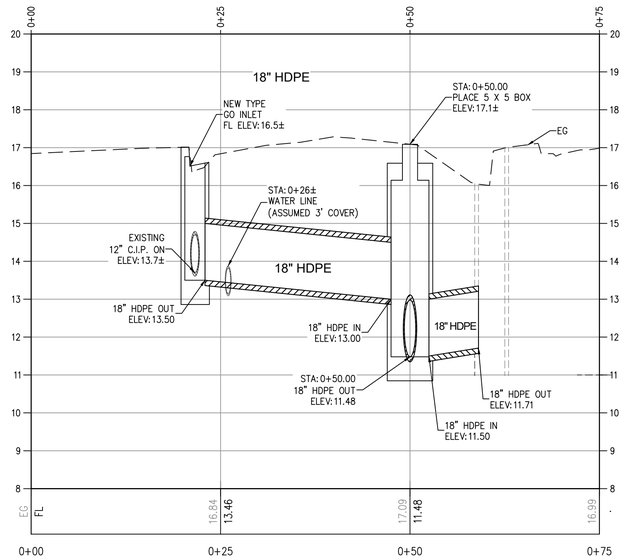
0 10 20 30

FD-3









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REGISTERED PROFESSIONAL ENGINEER JONATHAN OLSEN C78 RENEWAL 12/31/2022 CIVIL STATE OF CALIFORNIA

F STREET STORM DRAIN PROJECT PHASE II

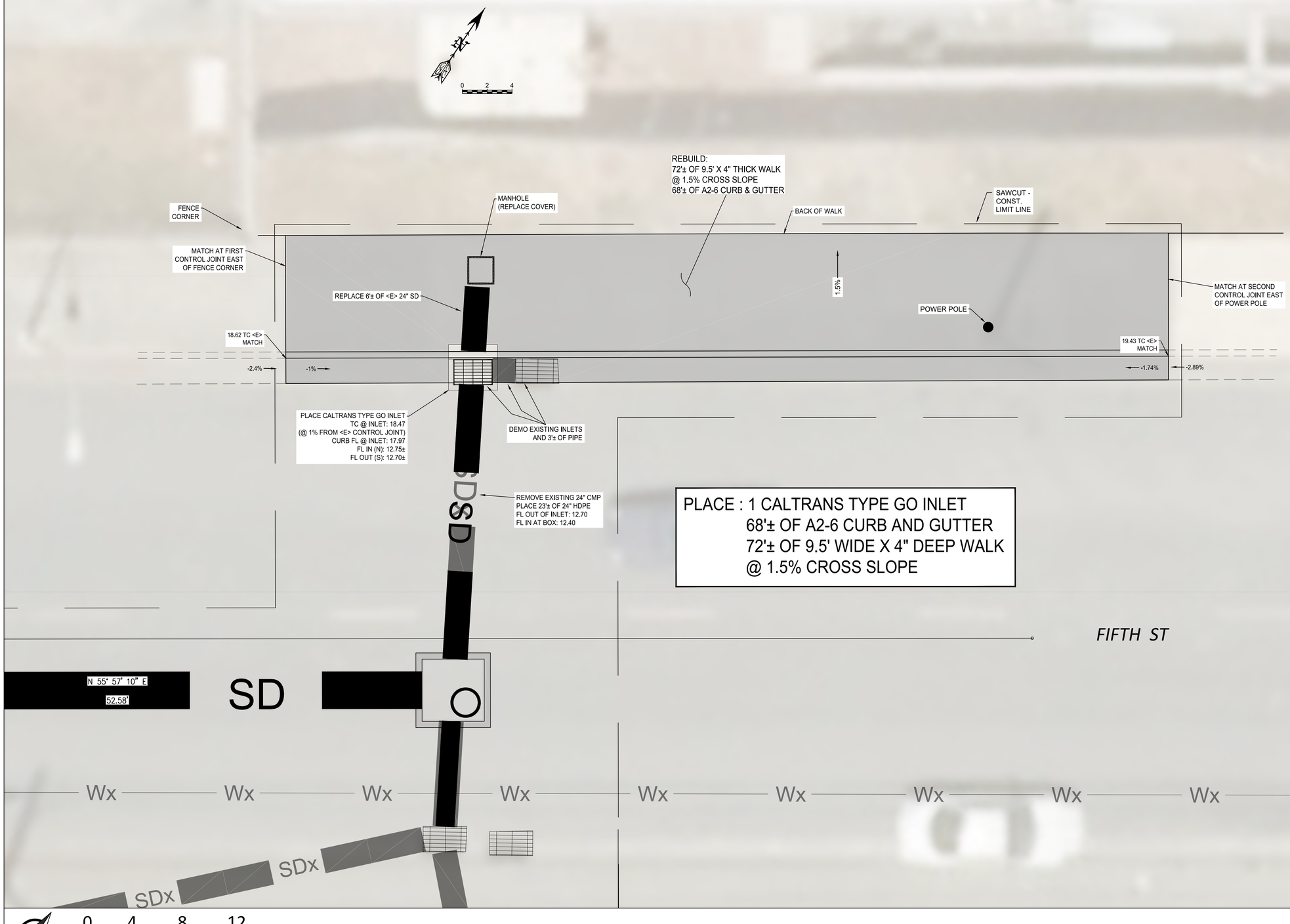
JOB NO	1002.2
DESIGN BY	M. YOUNG
DRAWN BY	EL
CHECKED BY	JO
DATE	8 JULY 2021
SCALE	VARIES

0 20 40 60

F STREET STORM DRAIN (FOURTH STREET)

0 10 20 30

FD-4



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CIVIL
STATE OF CALIFORNIA

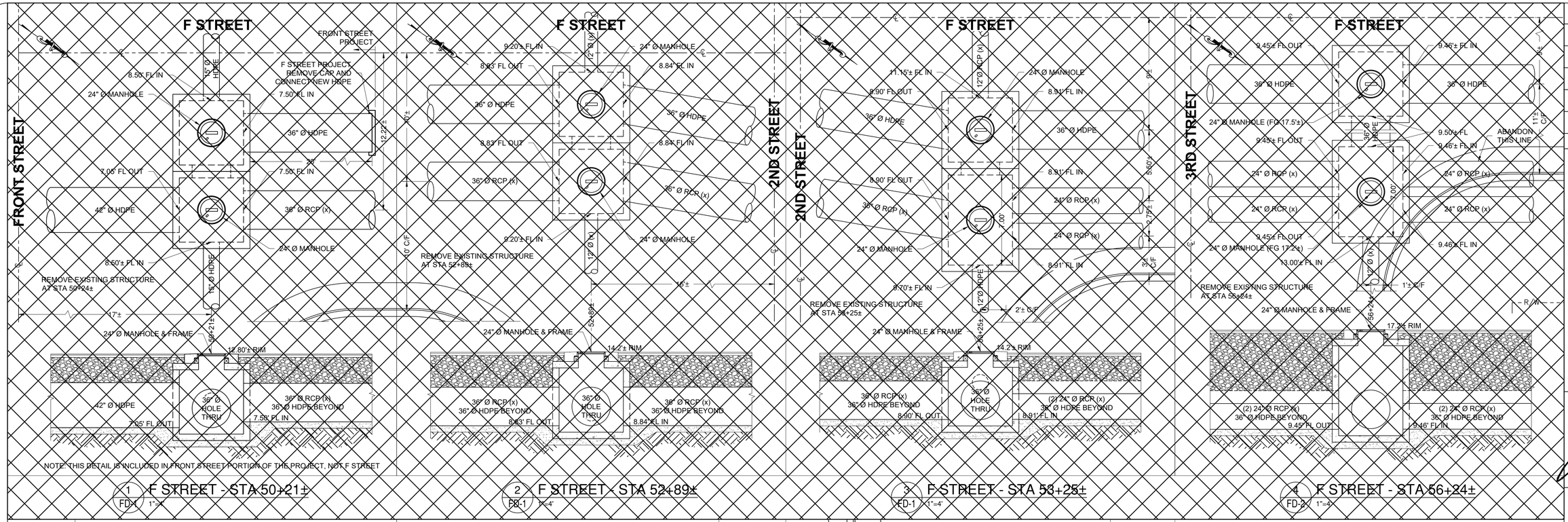
F STREET STORM DRAIN PROJECT PHASE II

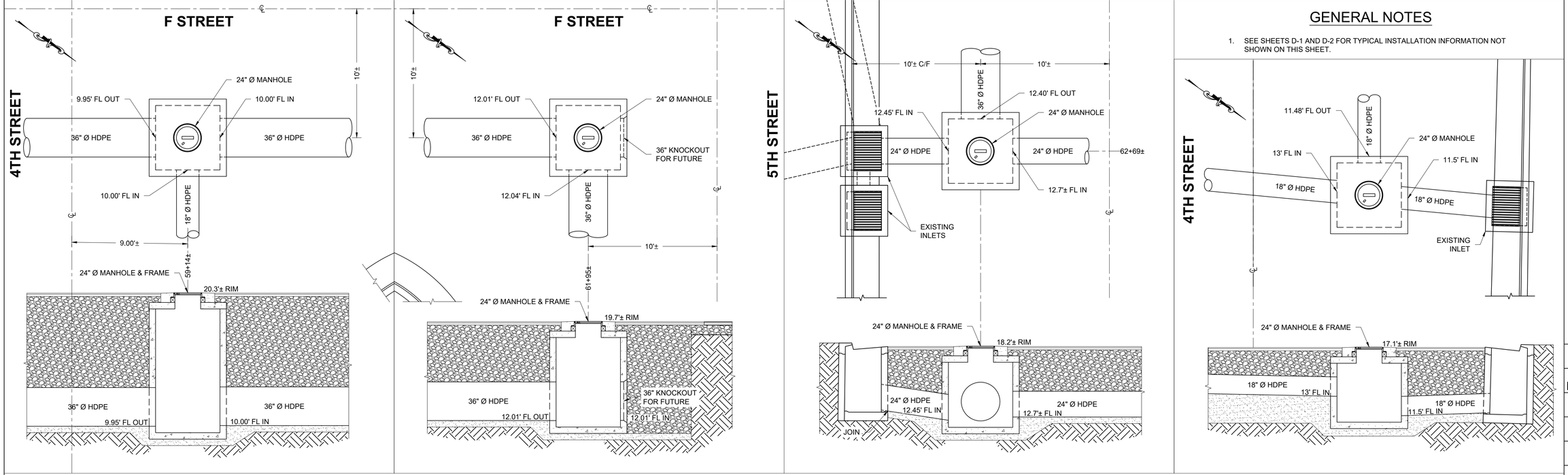
JOB NO	1002.2
DESIGN BY	M. YOUNG
DRAWN BY	EL
CHECKED BY	JO
DATE	8 JULY 2021
SCALE	1"=20'

FIFTH STREET CURB, GUTTER AND WALK

FD-5

PREVIOUSLY CONSTRUCTED NOT PART OF BID





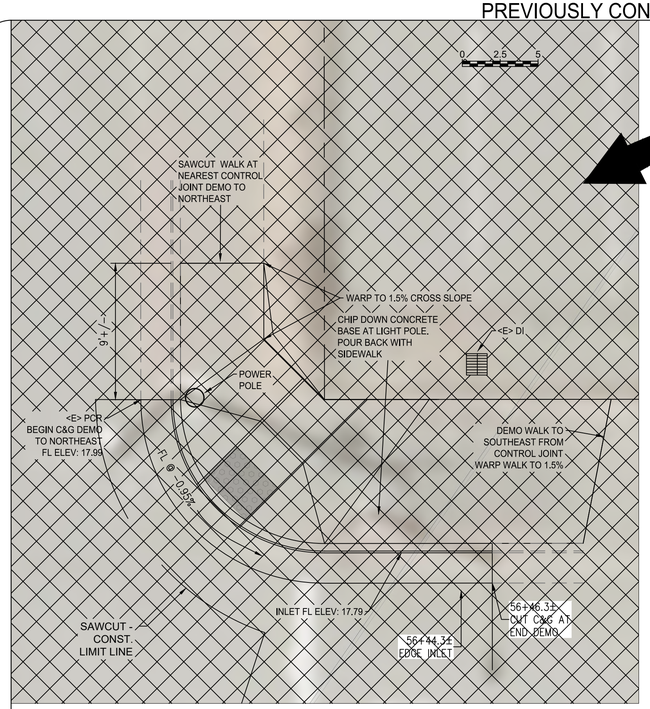
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F STREET STORM DRAIN PROJECT PHASE II

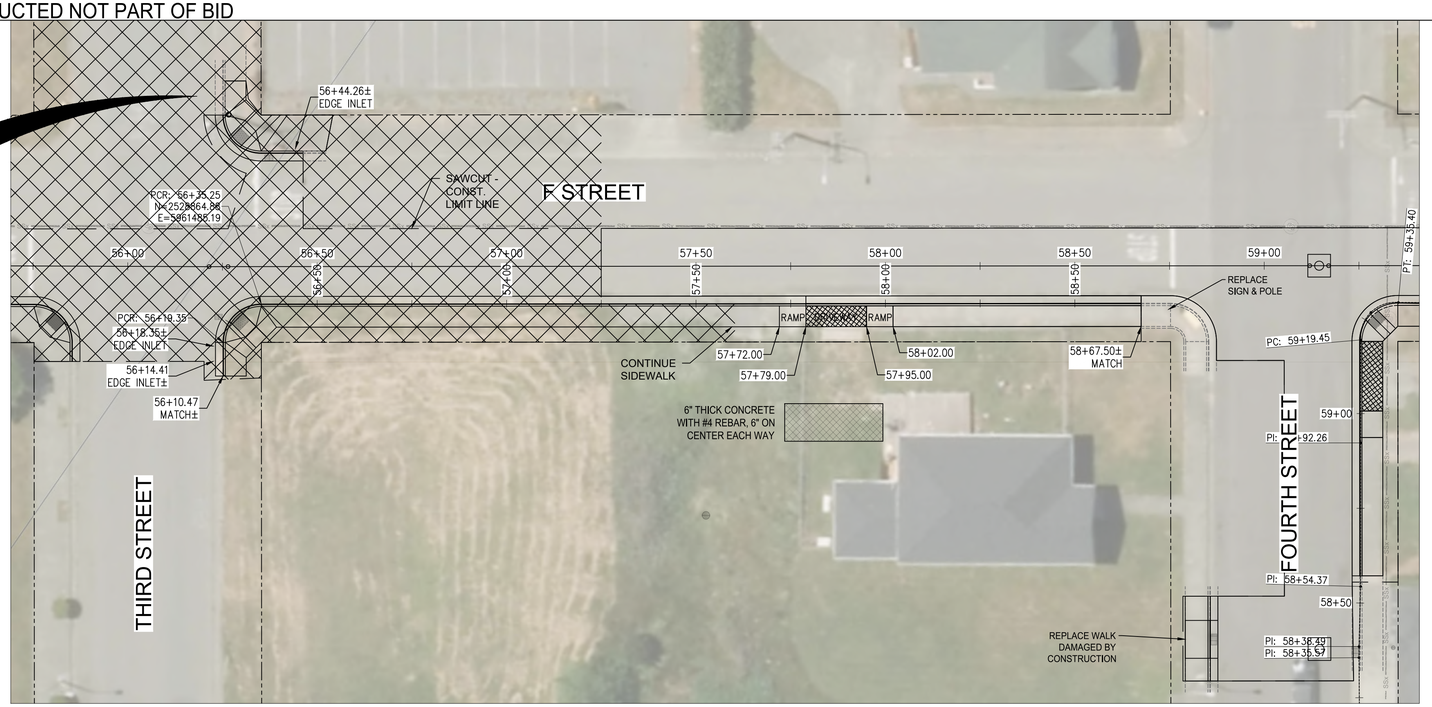
JOB NO	1002.2
DESIGN BY	M.YOUNG
DRAWN BY	GLH
CHECKED BY	JO
DATE	8 JULY 2021
SCALE	AS SHOWN

FD-6

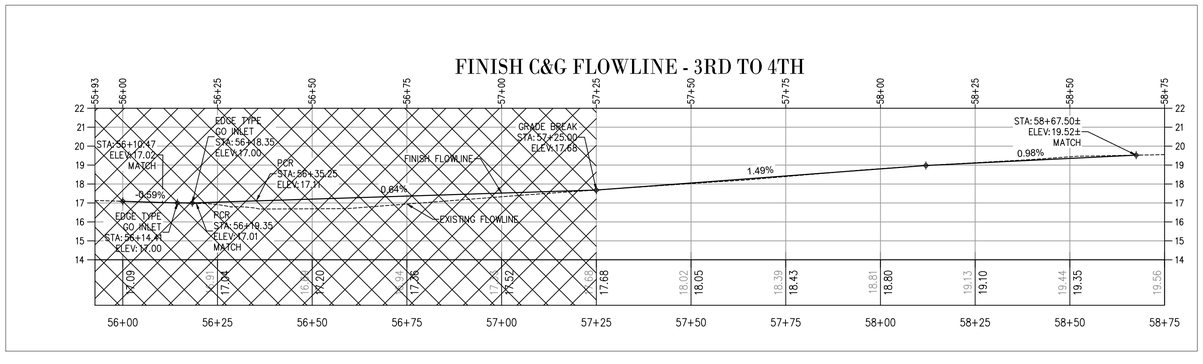
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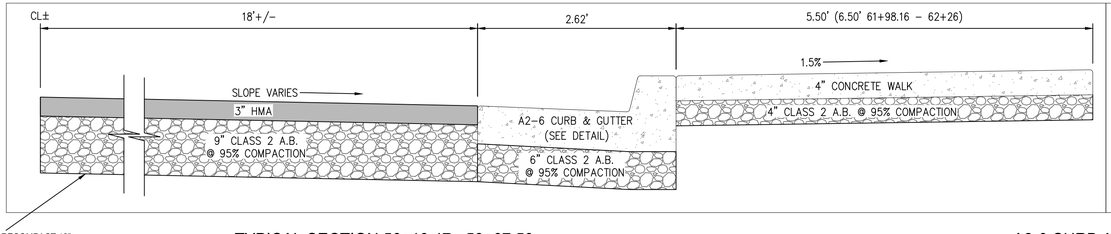


SEE SHEET FF-2

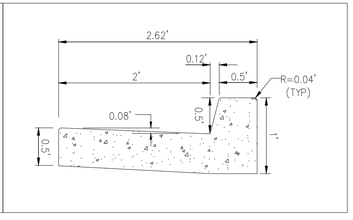


SEE SHEET FF-4





TYPICAL SECTION 56+10.47 - 58+67.50



A2-6 CURB AND GUTTER

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REGISTERED PROFESSIONAL ENGINEER JONATHAN O. CTRL CIVIL STATE OF CALIFORNIA

F STREET STORM DRAIN PROJECT PHASE II

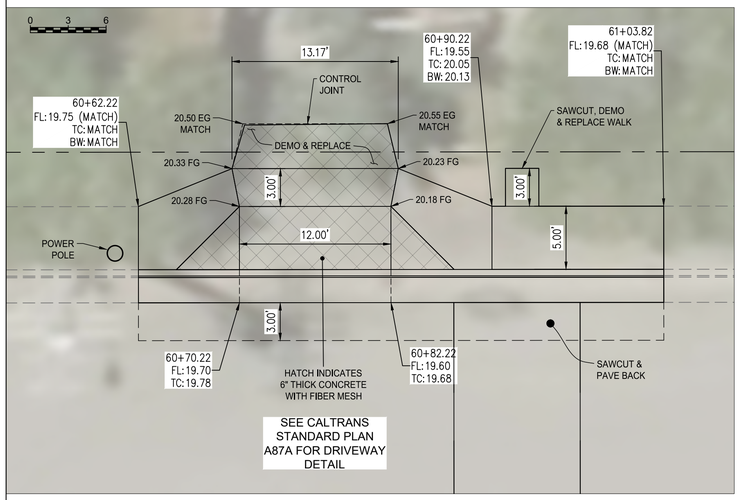
JOB NO	1002.2
DESIGN BY	M. YOUNG
DRAWN BY	EL
CHECKED BY	JO
DATE	8 JULY 2021
SCALE	VARIES

0 20 40 60

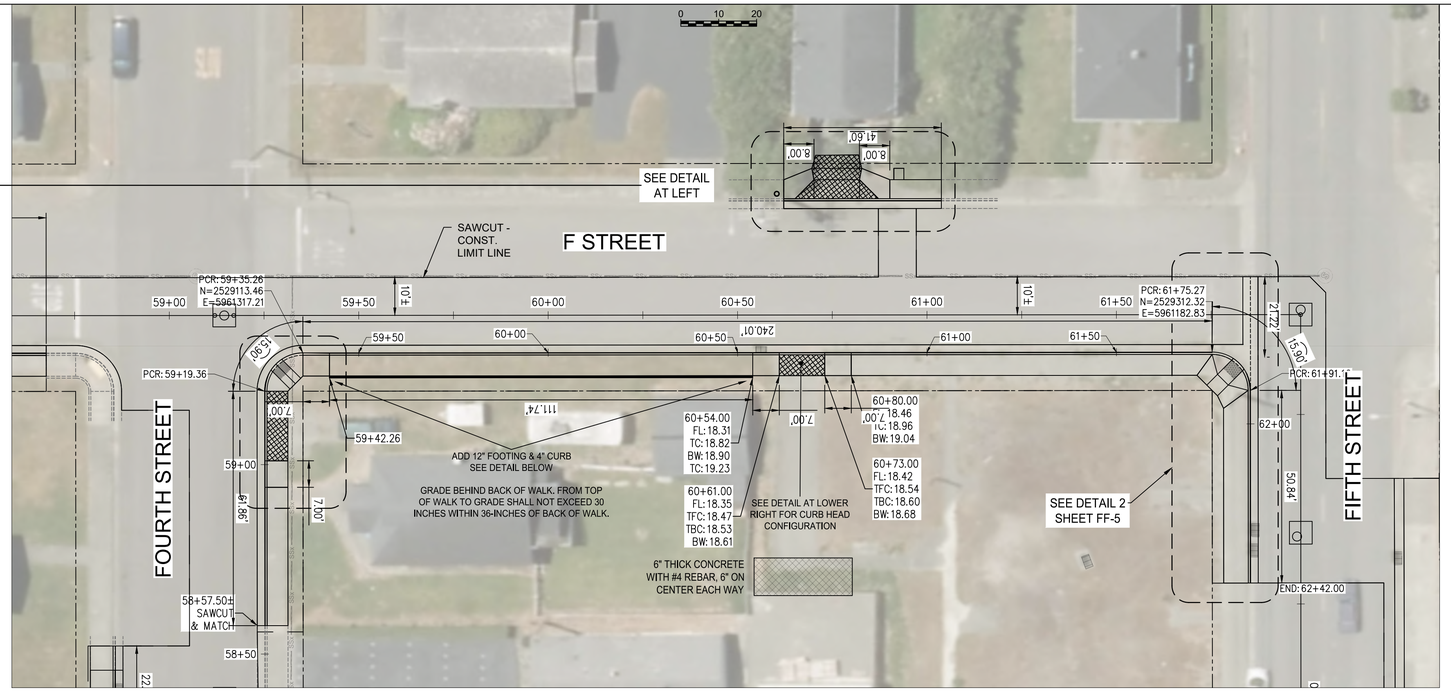
F STREET SURFACE FINISH - THIRD ST. TO FOURTH ST.

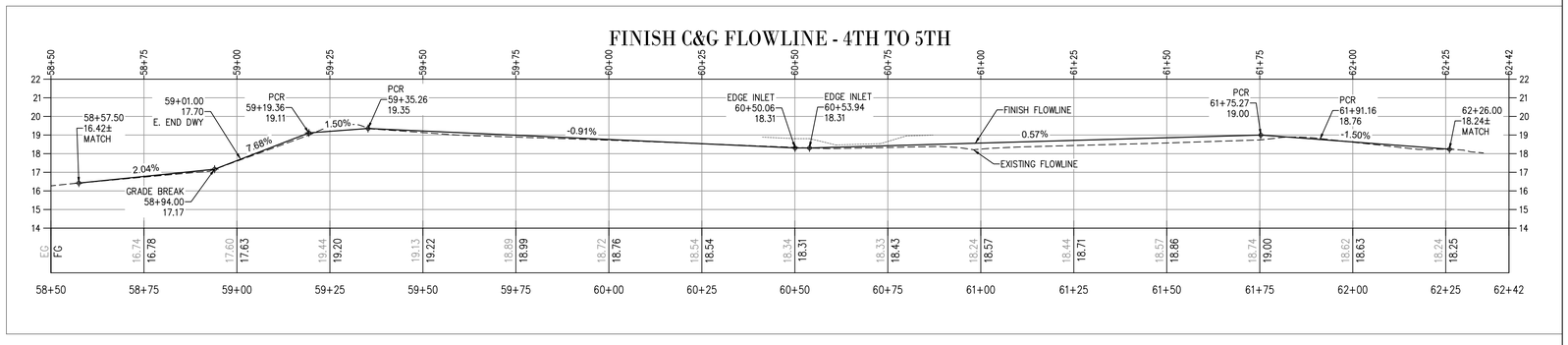
FF-3

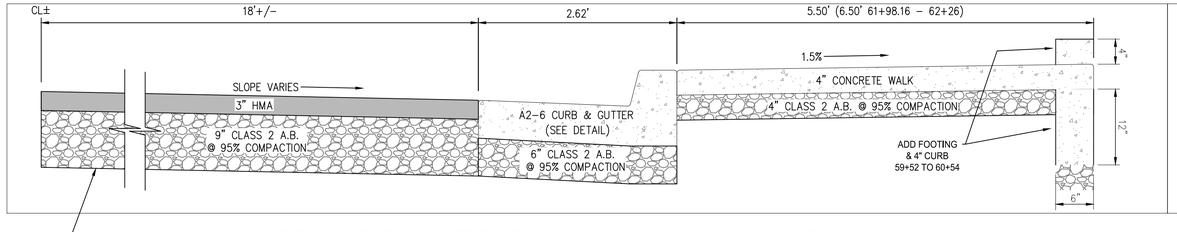
6" THICK CONCRETE WITH #4 REBAR, 6" ON CENTER EACH WAY



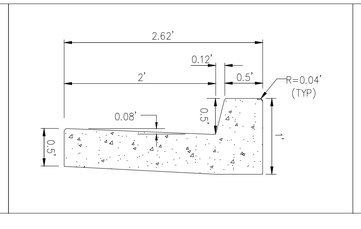
SEE SHEET FF-3



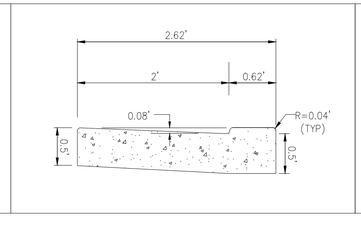




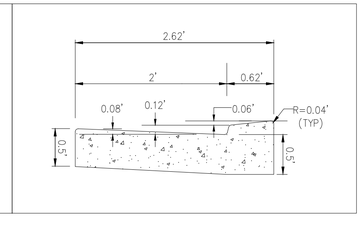
TYPICAL SECTION 58+57.50 - 59+01, 5+42.26 - 60+54, 60+80 - 61+68.27, 61+98.16 - 62+26



A2-6 CURB AND GUTTER



MODIFIED A2-6 CURB AND GUTTER (DRIVEWAY)
59+01 - 59+19.36



MODIFIED A2-6 CURB AND GUTTER (DRIVEWAY - CURB HEAD BEVELED)
60+61 - 60+73

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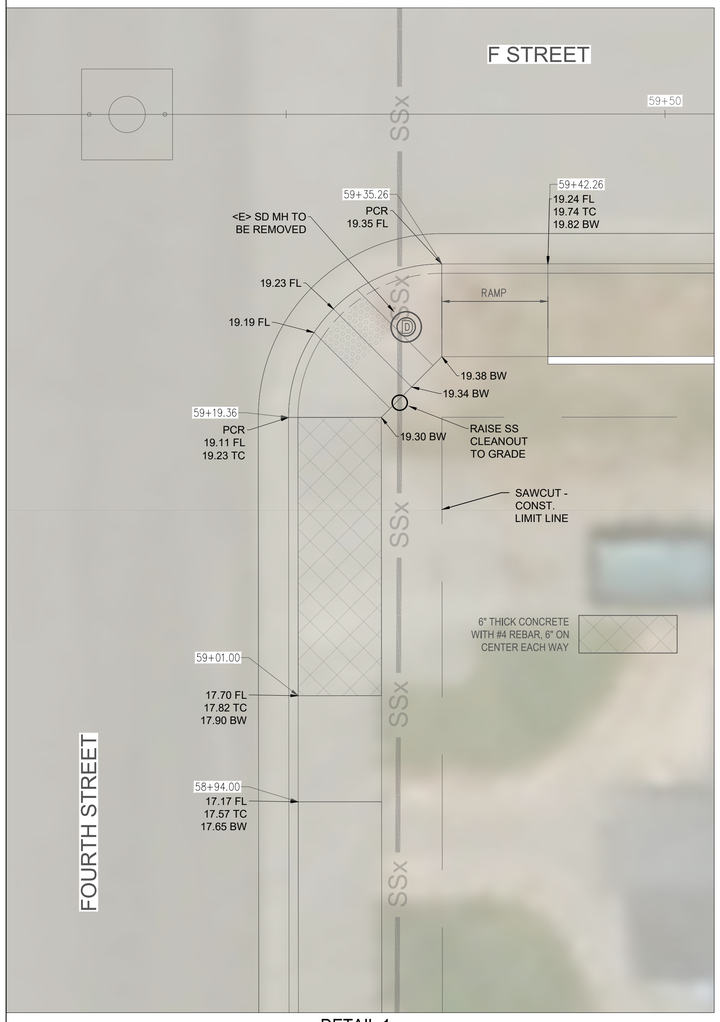
F STREET STORM DRAIN PROJECT PHASE II

JOB NO	1002.2
DESIGN BY	M. YOUNG
DRAWN BY	EL
CHECKED BY	JO
DATE	8 JULY 2021
SCALE	VARIES

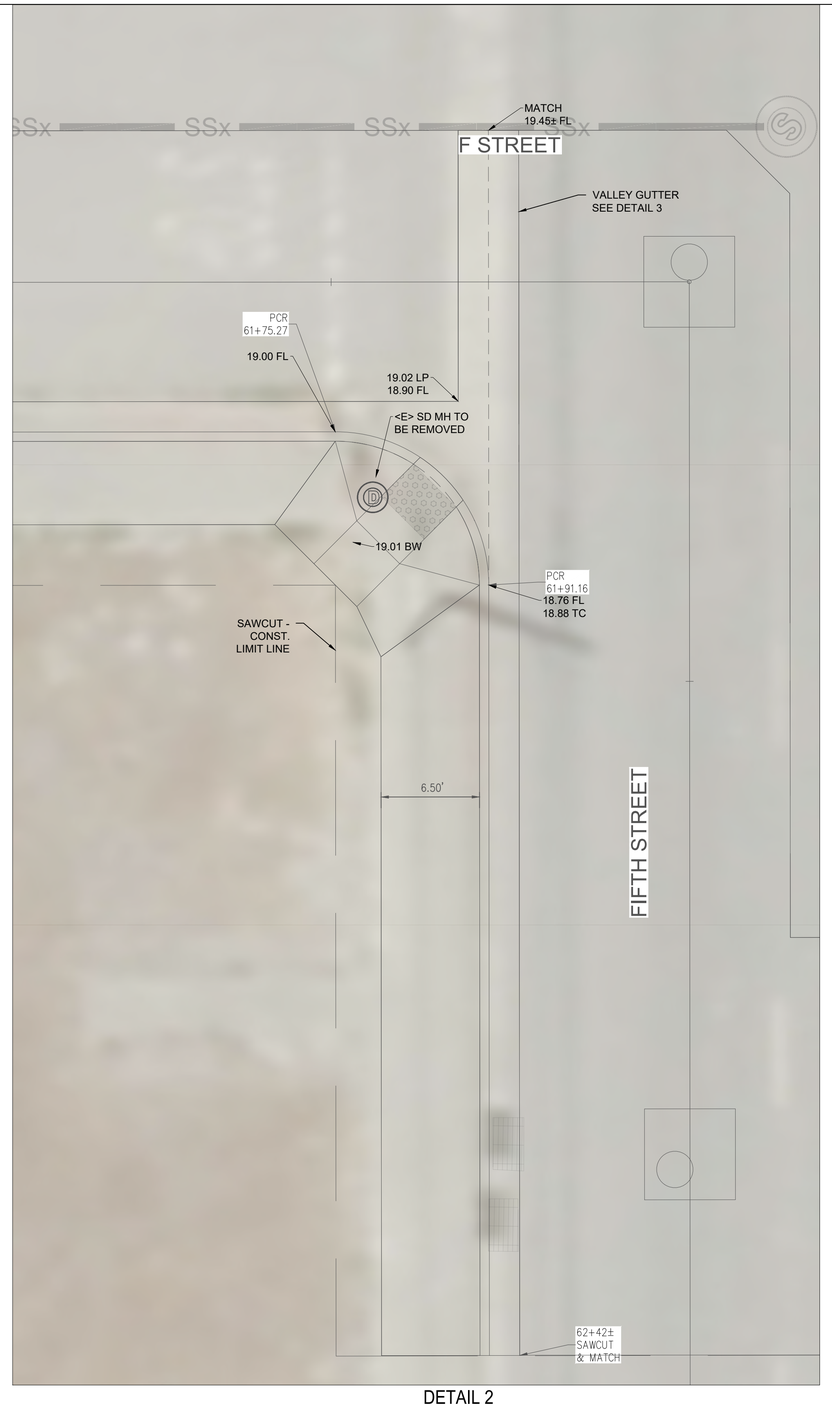
0 20 40 60

F STREET SURFACE FINISH - FOURTH ST. TO FIFTH ST.

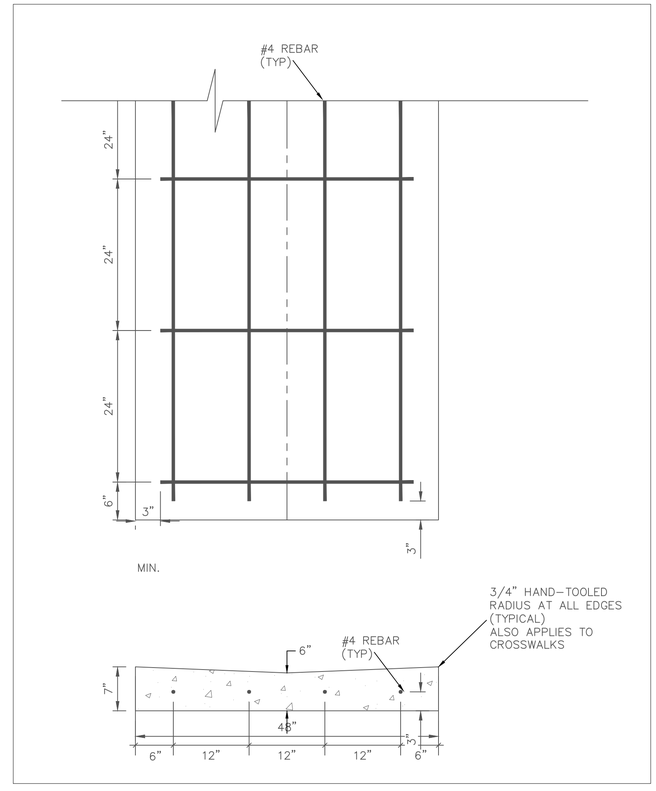
FF-4



DETAIL 1
(SEE SHEET FF-4)
1"=5'



DETAIL 2
(SEE SHEET FF-4)
1"=5'



3 VALLEY GUTTER
- NTS

0 5 10 15

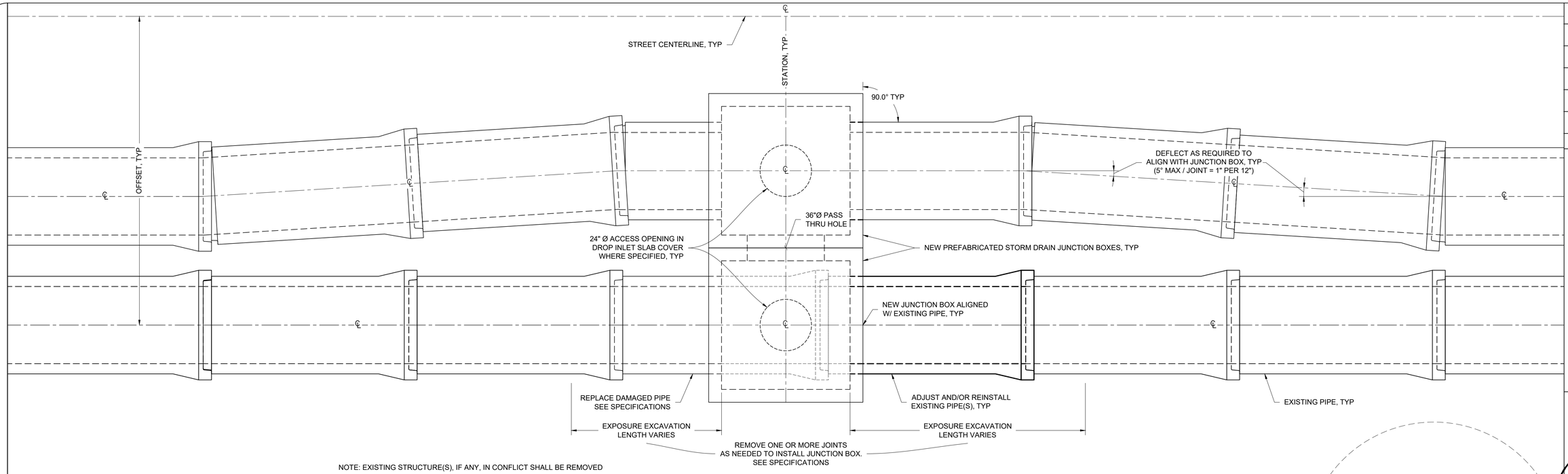
F STREET SURFACE FINISH - DETAILS - FOURTH ST. TO FIFTH ST.

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CIVIL
STATE OF CALIFORNIA

F STREET
STORM DRAIN PROJECT
PHASE II

JOB NO	1002.2
DESIGN BY	M. YOUNG
DRAWN BY	EL
CHECKED BY	JO
DATE	8 JULY 2021
SCALE	VARIES

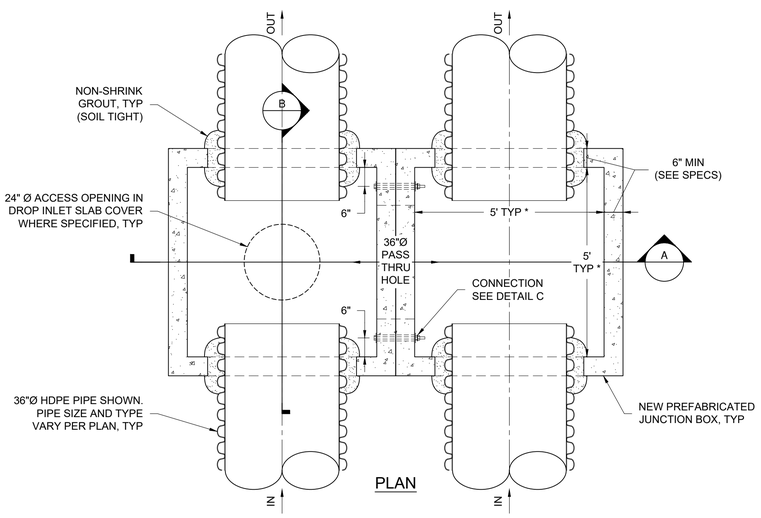


NOTE: EXISTING STRUCTURE(S), IF ANY, IN CONFLICT SHALL BE REMOVED

PIPE CONNECTIONS

1 VAR JUNCTION BOX INSTALLATION

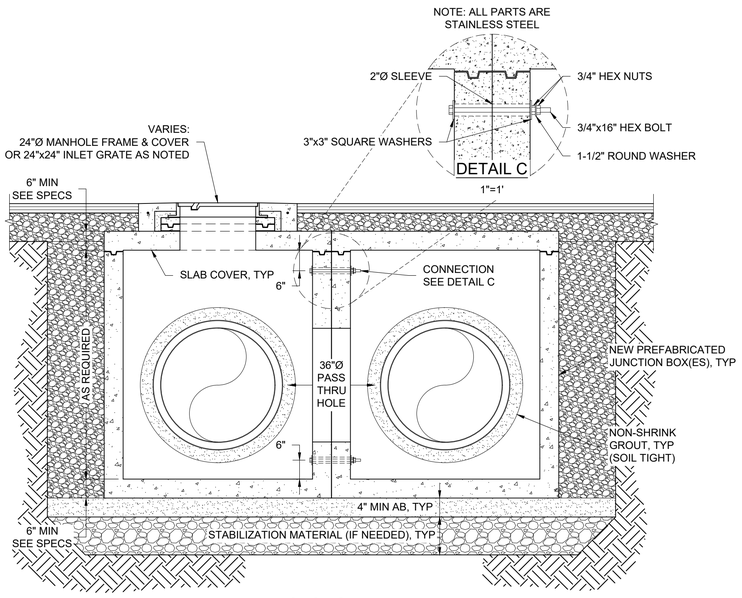
1"=2'



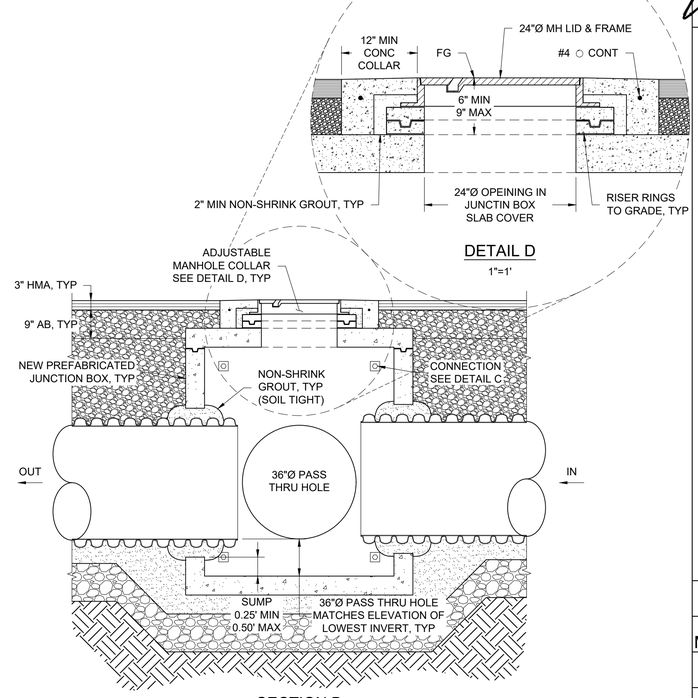
PLAN

NOTES:
JUNCTION BOX SLAB COVERS NOT SHOWN FOR CLARITY IN THIS VIEW.

* = JUNCTION BOXES AT FRONT STREET 13+02, F STREET 53+23, & F STREET 56+24 DIMENSIONS VARY, BUT ALL OTHER DETAILS APPLY



SECTION A



SECTION B

2 VAR JUNCTION BOX CONNECTIONS

1"=2'

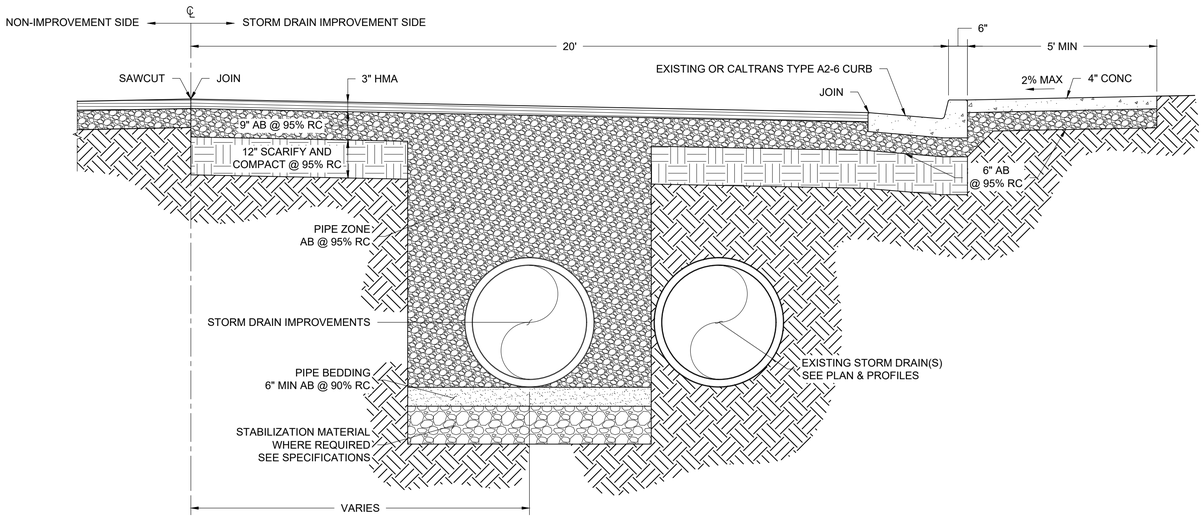
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REGISTERED PROFESSIONAL ENGINEER
JONATHAN GLEASON
CIVIL
STATE OF CALIFORNIA

F STREET STORM DRAIN PROJECT PHASE II

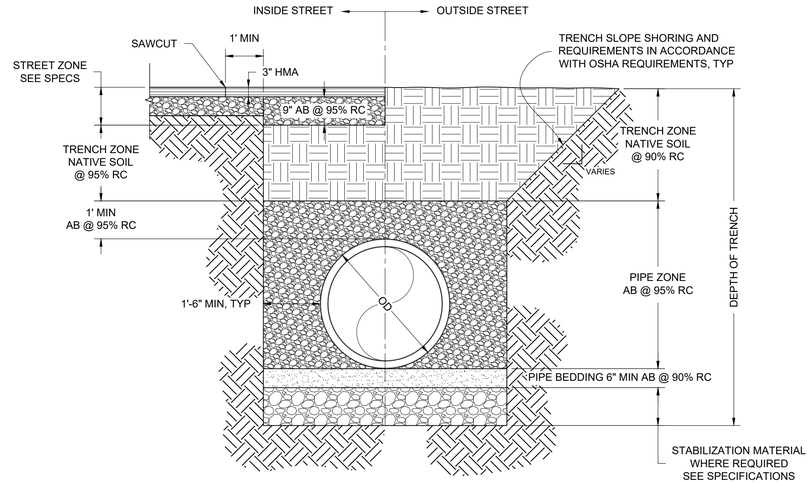
JOB NO	1002.2
DESIGN BY	M. YOUNG
DRAWN BY	GLH
CHECKED BY	JO
DATE	8 JULY 2021
SCALE	AS SHOWN

D-1



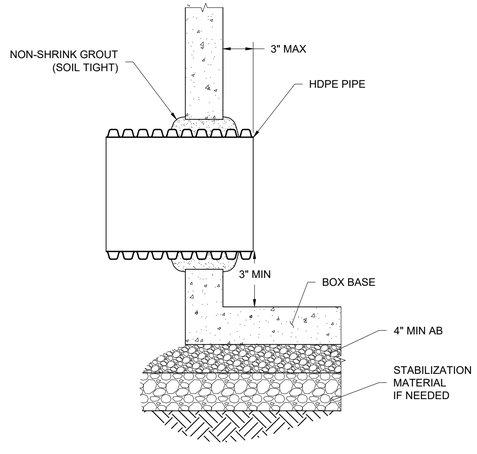
1 VAR 1"=2'

ROADWAY REHABILITATION @ STORM DRAIN IMPROVEMENTS
C STREET & F STREET



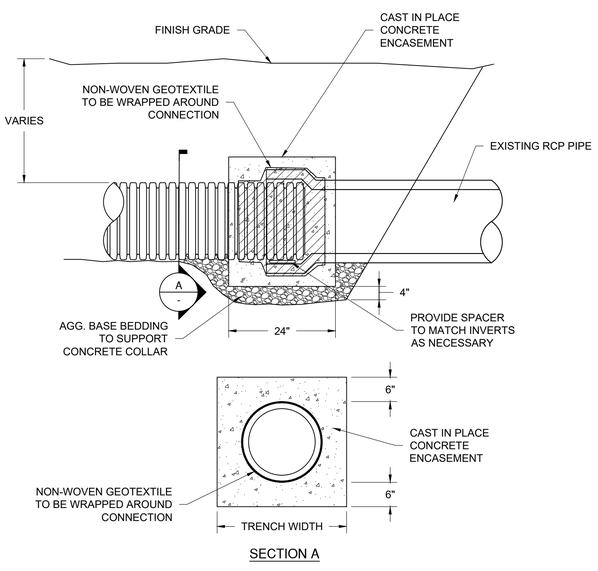
2 VAR 1"=2'

TYPICAL TRENCH SECTION
OUTFALL



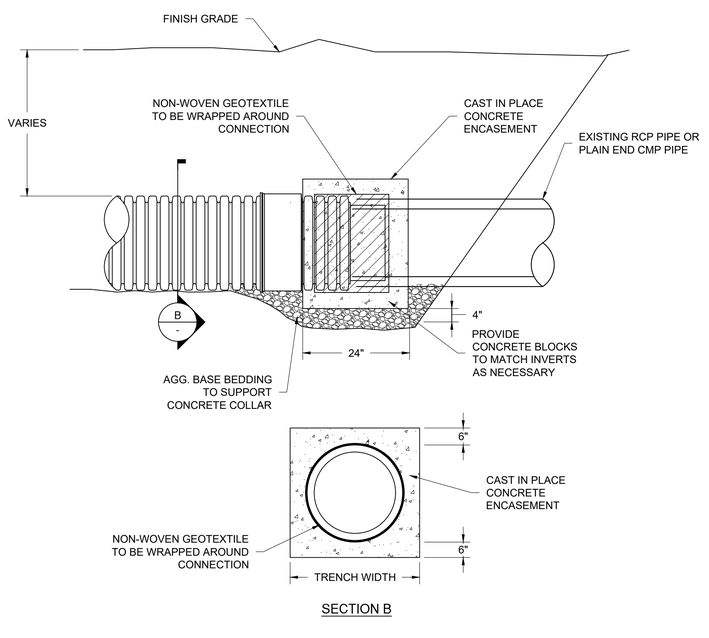
3 VAR 1"=2'

TYPICAL CONNECTION



4 VAR 1"=2'

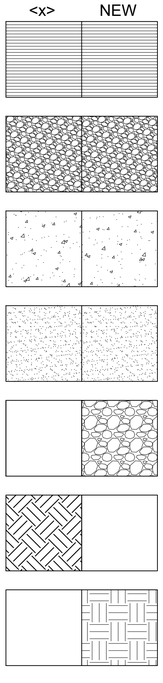
TYPICAL HDPE/RCP BELL CONNECTION



5 VAR 1"=2'

TYPICAL HDPE/RCP PLAIN END CONNECTION

HATCH LEGEND



CITY of CRESCENT CITY
377 J Street
Crescent City, CA 95531
(707) 464-9506 phone
(707) 465-4405 fax

REGISTERED PROFESSIONAL ENGINEER JOSHUA HOWARD OLIVER III CIVIL STATE OF CALIFORNIA

F STREET STORM DRAIN PROJECT PHASE II

JOB NO	1002.2
DESIGN BY	M. YOUNG
DRAWN BY	GLH
CHECKED BY	JO
DATE	8 JULY 2021
SCALE	AS SHOWN



1. ROAD CLOSED
2. SIDEWALK CLOSED

0 60 120 180

TRAFFIC CONTROL PLAN

TCP-1

CITY of CRESCENT CITY
377 J Street
Crescent City, CA 95531
(707) 464-9506 phone
(707) 465-4405 fax

REGISTERED PROFESSIONAL ENGINEER
JONATHAN O. OLSEN
CIVIL
STATE OF CALIFORNIA

F STREET STORM DRAIN PROJECT PHASE II

JOB NO	1002.2
DESIGN BY	M. YOUNG
DRAWN BY	EL
CHECKED BY	JO
DATE	8 JULY 2021
SCALE	1"=60'

TABLE 1: MINIMUM LIST OF CONSTRUCTION SITE BMPs
*REFER TO CALIFORNIA STORMWATER QUALITY ASSOCIATION (CASQA) STORMWATER BMP HANDBOOK: CONSTRUCTION FOR BMP DESCRIPTIONS AND DETAILS.

BMP ID	BMP NAME	IMPLEMENTATION PERIOD
EROSION CONTROL BMPs		
EC-1	Scheduling	Throughout Construction
EC-2	Preservation of Existing Vegetation	Throughout Construction
EC-4	Hydroseeding	Completion of Grading
EC-5	Soil Binders	As Needed
EC-6	Straw Mulch	Throughout Construction
EC-7	Geotextiles and Mats	Completion of Grading
EC-8	Wood Mulching	Final Landscaping
EC-9	Earth Dikes and Drainage Swales	As Needed
EC-12	Streambank Stabilization	During Constructed Wetland Work
WE-1	Wind Erosion Control	Throughout Construction
SEDIMENT CONTROL BMPs		
SE-1	Silt Fence	Throughout Construction
SE-3	Sediment Trap	As Needed
SE-4	Check Dams	Throughout Construction
SE-5	Fiber Rolls	Throughout Construction
SE-6	Gravel Bag Berm	As Needed
SE-7	Street Sweeping and Vacuuming	Throughout Construction
SE-9	Straw Bale Barrier	Throughout Construction
SE-10	Storm Drain Inlet Protection	Throughout Construction
TC-1	Stabilized Construction Entrance/Exit	Throughout Construction
NON-STORMWATER BMPs		
NS-1	Water Conservation Practices	Throughout Construction
NS-2	Dewatering Operations	Throughout Construction
NS-3	Paving and Grinding Operations	Throughout Construction
NS-5	Clear Water Diversion	During Constructed Wetland Work
NS-6	Illicit Connection/Discharge	Throughout Construction
NS-7	Potable Water/Irrigation	Throughout Construction
NS-8	Vehicle and Equipment Cleaning	Throughout Construction
NS-9	Vehicle and Equipment Fueling	Throughout Construction
NS-10	Vehicle & Equipment Maintenance	Throughout Construction
NS-12	Concrete Curing	As Needed
NS-13	Concrete Finishing	As Needed
NS-14	Material Over Water	As Needed
MATERIALS MANAGEMENT BMPs		
WM-1	Material Delivery and Storage	Throughout Construction
WM-2	Material Use	Throughout Construction
WM-3	Stockpile Management	Throughout Construction
WM-4	Spill Prevention and Control	Throughout Construction
WM-5	Solid Waste Management	Throughout Construction
WM-6	Hazardous Waste Management	Throughout Construction
WM-7	Contaminated Soil Management	Throughout Construction
WM-8	Concrete Waste Management	Throughout Construction
WM-9	Sanitary/Septic Waste Management	Throughout Construction
WM-10	Liquid Waste Management	Throughout Construction

WATER POLLUTION CONTROL NOTES:

1. THESE WATER POLLUTION CONTROL DRAWINGS HAVE BEEN PREPARED BASED ON CONSTRUCTION PLANS PROVIDED BY THE CITY OF CRESCENT CITY, CALIFORNIA ON OCTOBER 30, 2019. THESE DRAWINGS ARE ONLY FOR THE PURPOSE OF STORM WATER POLLUTION CONTROL AND ARE TO BE USED IN CONJUNCTION WITH A SITE SPECIFIC STORMWATER POLLUTION PREVENTION PLAN.
2. CONSTRUCTION SITE BEST MANAGEMENT PRACTICES SHALL COMPLY WITH CALIFORNIA STORMWATER QUALITY ASSOCIATION (CASQA) STORMWATER BMP HANDBOOK FOR CONSTRUCTION, MOST RECENT EDITION. THE MINIMUM CONSTRUCTION SITE BEST MANAGEMENT PRACTICES FOR THIS PROJECT ARE SHOWN IN TABLE 1 OF THIS SHEET. CONTRACTOR SHALL INSTALL, INSPECT AND MAINTAIN EACH BEST MANAGEMENT PRACTICE IN ACCORDANCE WITH THE CASQA STORMWATER BMP HANDBOOK. ADDITIONAL BMPs SHALL BE IMPLEMENTED IF DEEMED NECESSARY BY QSP OR OWNER.
3. BEST MANAGEMENT PRACTICES SHOWN HEREON ARE BASED ON GENERAL PRACTICES FOR TYPICAL CONSTRUCTION SITES. SITE SPECIFIC CONDITIONS MAY REQUIRE SUBSTITUTIONS OR CHANGES TO SPECIFIED BEST MANAGEMENT PRACTICES TO PREVENT EROSION, SEDIMENT TRANSPORT, OR OTHER UNAUTHORIZED DISCHARGES.
4. LOCATIONS OF BEST MANAGEMENT PRACTICES SHOWN HEREON ARE APPROXIMATE AND SHALL BE FIELD LOCATED BASED ON SITE CONDITIONS, CONTRACTOR'S MEANS AND METHODS OF CONSTRUCTION, AND AS DEEMED NECESSARY BY THE QSP OR OWNER.
5. EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES MUST BE INSTALLED PRIOR TO ANY GROUND DISTURBING ACTIVITY FOR EACH CONSTRUCTION AREA, AND MAINTAINED IN PLACE AND IN PROPER WORKING ORDER THROUGHOUT CONSTRUCTION.
6. DRAINAGE SHALL BE CONTROLLED WITHIN THE PROJECT BOUNDARY, AND SHALL BE DIVERTED AWAY FROM DISTURBED AREAS, STOCKPILES, STAGING AREAS, EQUIPMENT AND MATERIAL STORAGE AREAS, AND OTHER WATER COURSES.
7. CONTRACTOR MUST VISUALLY INSPECT ALL BEST MANAGEMENT PRACTICES PRIOR TO FORECAST STORM EVENTS, AT 24 HOUR INTERVALS DURING EXTENDED STORM EVENTS, FOLLOWING STORM EVENTS, AND DAILY THROUGHOUT THE DURATION OF CONSTRUCTION UNTIL FINAL STABILIZATION HAS BEEN ACHIEVED. IMPROPERLY INSTALLED OR DAMAGED BMPs MUST BE CORRECTED WITHIN 24 HOURS, OR IMMEDIATELY IF DURING A STORM EVENT UNLESS CONDITIONS ARE UNSAFE. CONTRACTOR MUST REMOVE COLLECTED SEDIMENT FOLLOWING INSPECTIONS AND PRIOR TO SUBSEQUENT STORM EVENTS.
8. ALL UNPAVED GROUND SURFACES DISTURBED DURING CONSTRUCTION SHALL BE HYDROSEEDED (EC-4) AT COMPLETION OF GRADING. FOLLOWING PLACEMENT OF HYDROSEED, APPLY STRAW MULCH (EC-6) TO ALL AREAS WHERE SLOPES ARE LESS THAN 3:1 (HORIZONTAL:VERTICAL) AND INSTALL BIODEGRADABLE EROSION BLANKETS (EC-7) TO ALL AREAS WHERE SLOPES ARE GREATER THAN 3:1.
9. ALL STRAW SHALL BE CERTIFIED WEED FREE.
10. ALL TEMPORARY BEST MANAGEMENT PRACTICES SHALL BE REMOVED UPON COMPLETION OF CONSTRUCTION AND FINAL STABILIZATION OF THE SITE.
11. STAGING, STOCKPILING, AND MATERIAL STORAGE AREAS SHALL BE FIELD LOCATED BY CONTRACTOR AND APPROVED BY THE QSP, AND MUST BE LOCATED IN AREAS THAT WILL NOT CONTRIBUTE TO OFFSITE DISCHARGES. APPROPRIATE BMPs MUST BE IN PLACE AT ALL TIMES.
12. IMPLEMENT CONCRETE CURING (NS-12), CONCRETE FINISHING (NS-13) AND CONCRETE WASTE MANAGEMENT (WM-8) FOR ALL CONCRETE WORK. CONCRETE WASHOUT LOCATION TO BE FIELD LOCATED BY CONTRACTOR AND APPROVED BY THE QSP.
13. IMPLEMENT STOCKPILE MANAGEMENT (WM-3) FOR ALL STOCKPILES. STRAW BALE BARRIER (SE-9) OR FIBER ROLLS (SE-5) SHALL BE INSTALLED AROUND THE PERIMETER OF ALL STOCKPILES. INACTIVE STOCKPILES MUST BE COVERED OR OTHERWISE PROTECTED FROM EROSION.
14. TRENCH SPOILS SHALL BE RETURNED TO THE TRENCH OR EXCAVATION AT THE END OF EACH WORK DAY OR STOCKPILED AT APPROVED STAGING AREAS WITH APPROPRIATE BMPs IN PLACE.
15. ADDITIONAL BMP MATERIALS AND SPILL CLEANUP KITS SHALL BE STORED ON-SITE NEAR ACTIVE CONSTRUCTION AREAS AT ALL TIMES FOR RAPID DEPLOYMENT AS NEEDED.
16. EQUIPMENT SHALL BE STORED WITHIN ACTIVE CONSTRUCTION AREAS OR AT APPROVED STAGING AREAS WITH APPROPRIATE NON-STORMWATER AND OTHER APPROPRIATE BMPs IN PLACE AT ALL TIMES.
17. VISIBLE SEDIMENT SHALL BE REMOVED FROM PAVED SURFACES AT THE END OF EACH WORK DAY, IMMEDIATELY PRIOR TO RAIN EVENTS, AND AS REQUESTED BY THE QSP OR OWNER. KICK BROOMS SHALL NOT BE USED.
18. NEW STORM DRAIN FACILITIES MUST BE FREE OF SEDIMENT AND/OR ALL OTHER CONTAMINANTS BEFORE CONNECTING NEW STORM DRAIN FACILITIES TO THE EXISTING STORM DRAIN CONVEYANCE SYSTEM.

WPC ABBREVIATIONS

BMP	BEST MANAGEMENT PRACTICE
CASQA	CALIFORNIA STORMWATER QUALITY ASSOCIATION
LAT	LATITUDE
LON	LONGITUDE
QSD	QUALIFIED SWPPP DEVELOPER
QSP	QUALIFIED SWPPP PRACTITIONER
SWPPP	STORMWATER POLLUTION PREVENTION PLAN
TYP	TYPICAL
WPC	WATER POLLUTION CONTROL

WPC LEGEND

SILT FENCE (SE-1)

FR — FIBER ROLLS (SE-5)

GB — GRAVEL BAG BERM (SE-6)

STORM DRAIN INLET PROTECTION (SE-10)

NOTE: CONTACT ENGINEER FOR MEANING OF ABBREVIATIONS AND SYMBOLS NOT DEFINED HEREON.

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ENGINEER'S NOTES TO THE CONTRACTOR: The existence and location of any underground utilities, pipes, and/or structures shown on these plans were obtained by a search of available records. To the best of our knowledge, there are no existing utilities except as shown on these plans, which may not be accurate. The Contractor shall ascertain the true horizontal and vertical locations and size of any of those underground utilities and shall be responsible for damage to any public or private utilities, shown or not shown hereon.

No. | Date | Des. by: GMH | Dwg. by: GMH | Date: | Checked by: | Date: | By | Approv

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(707) 445-2043

11/8/19
PRINT DATE

WATER POLLUTION CONTROL

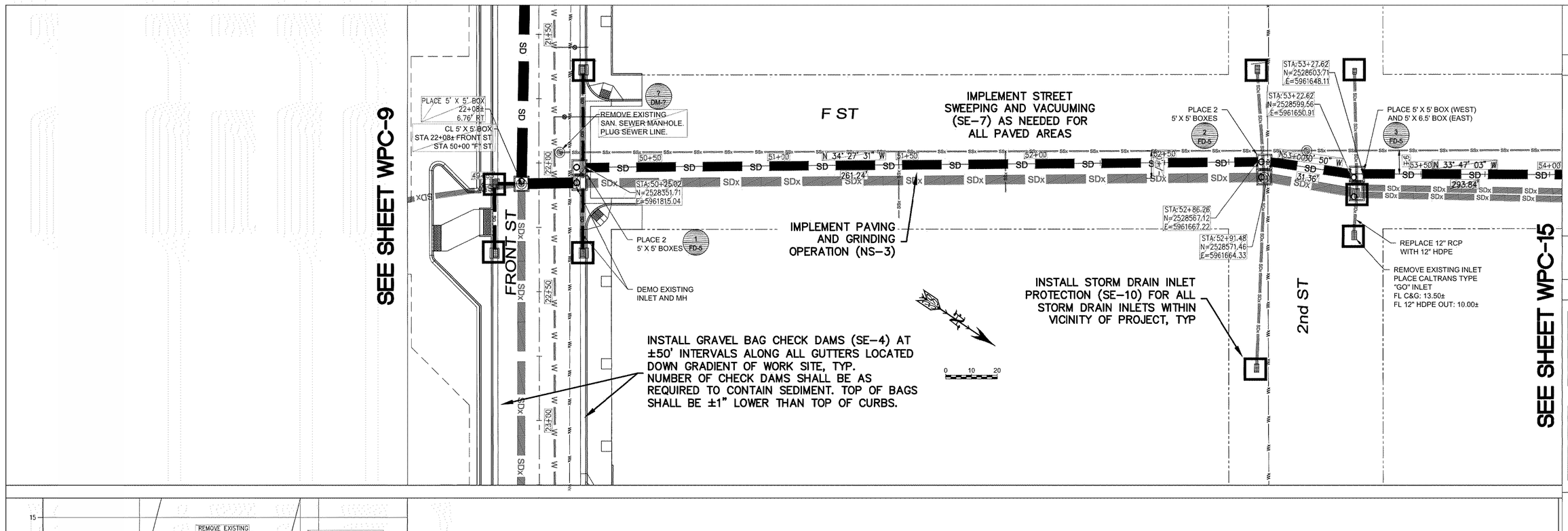
F STREET STORM DRAIN PROJECT
CITY OF CRESCENT CITY
CRESCENT CITY, CALIFORNIA

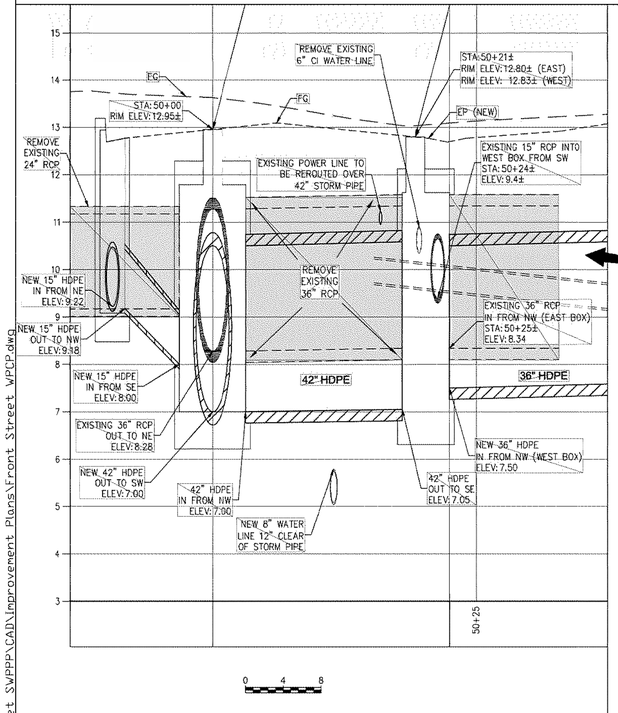
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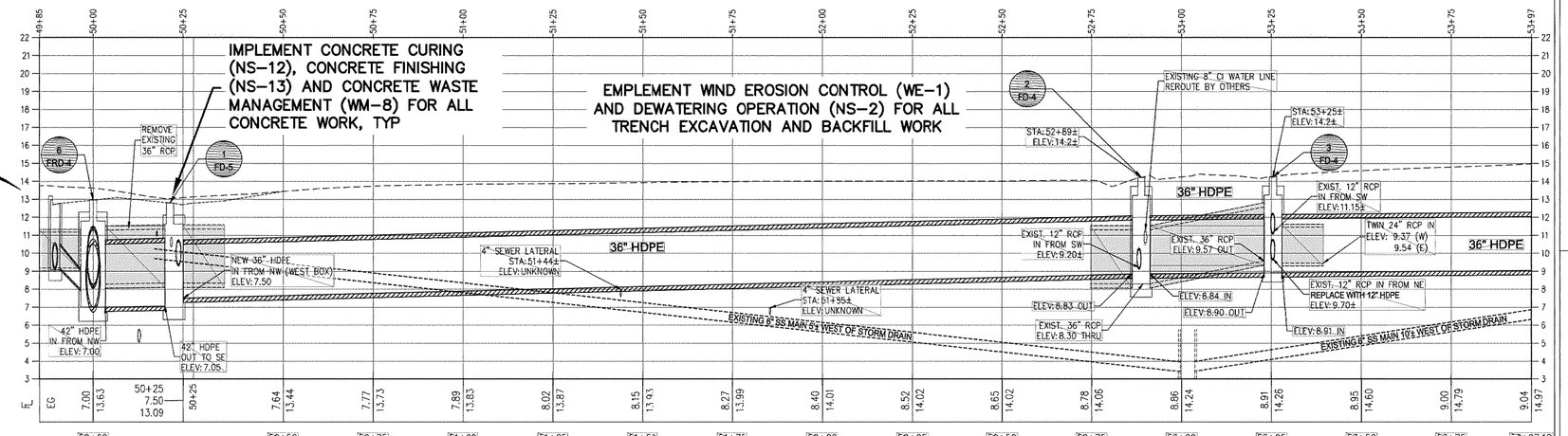
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F STREET - FROM FRONT TO SECOND (50+00 TO 54+00)

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Dwg. by: GMH			

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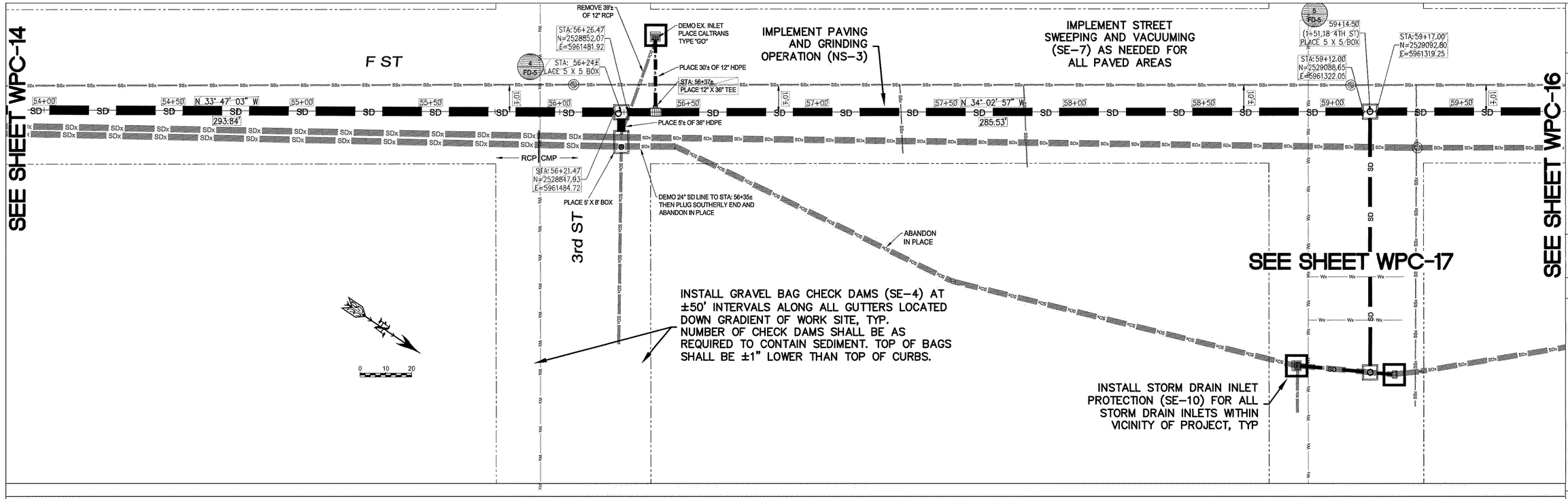
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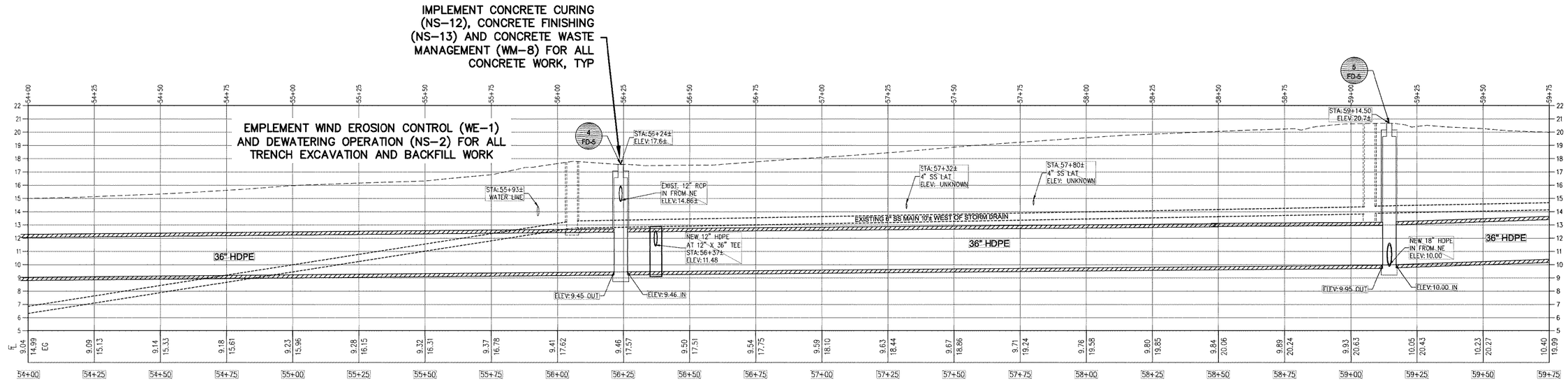
WATER POLLUTION CONTROL

F STREET STORM DRAIN PROJECT
CITY OF CRESCENT CITY
CRESCENT CITY, CALIFORNIA

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DRAWING No. WPC-14
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F STREET - FROM 54+00 TO 58+50 (THROUGH THIRD STREET INTERSECTION)

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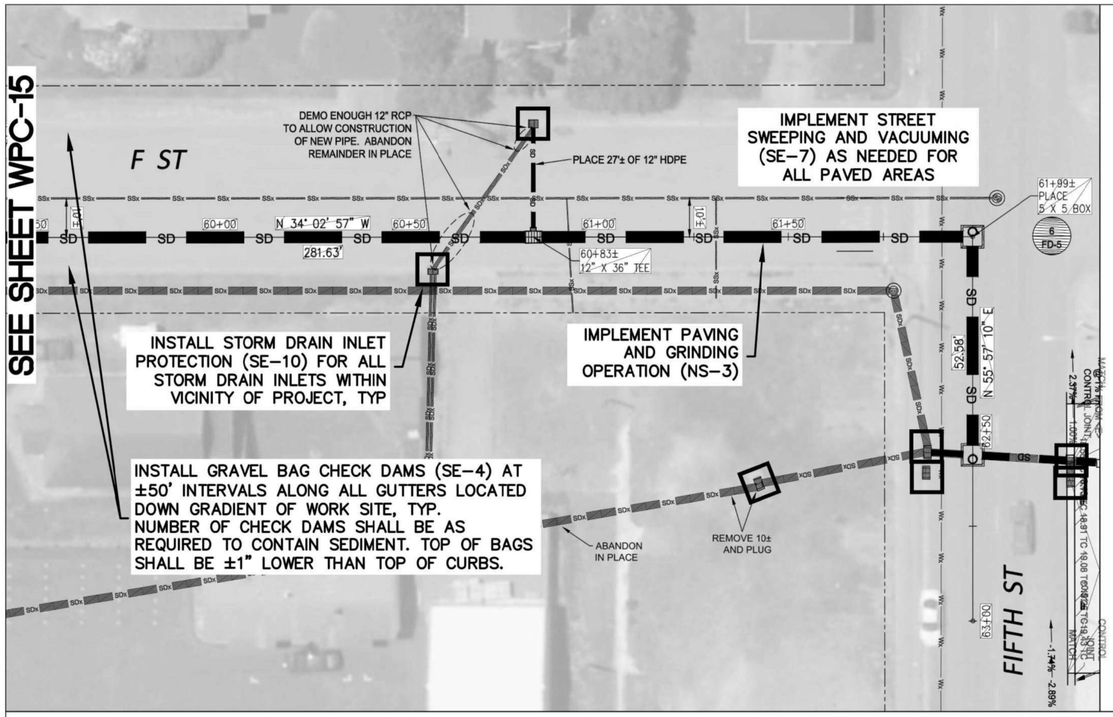
WATER POLLUTION CONTROL

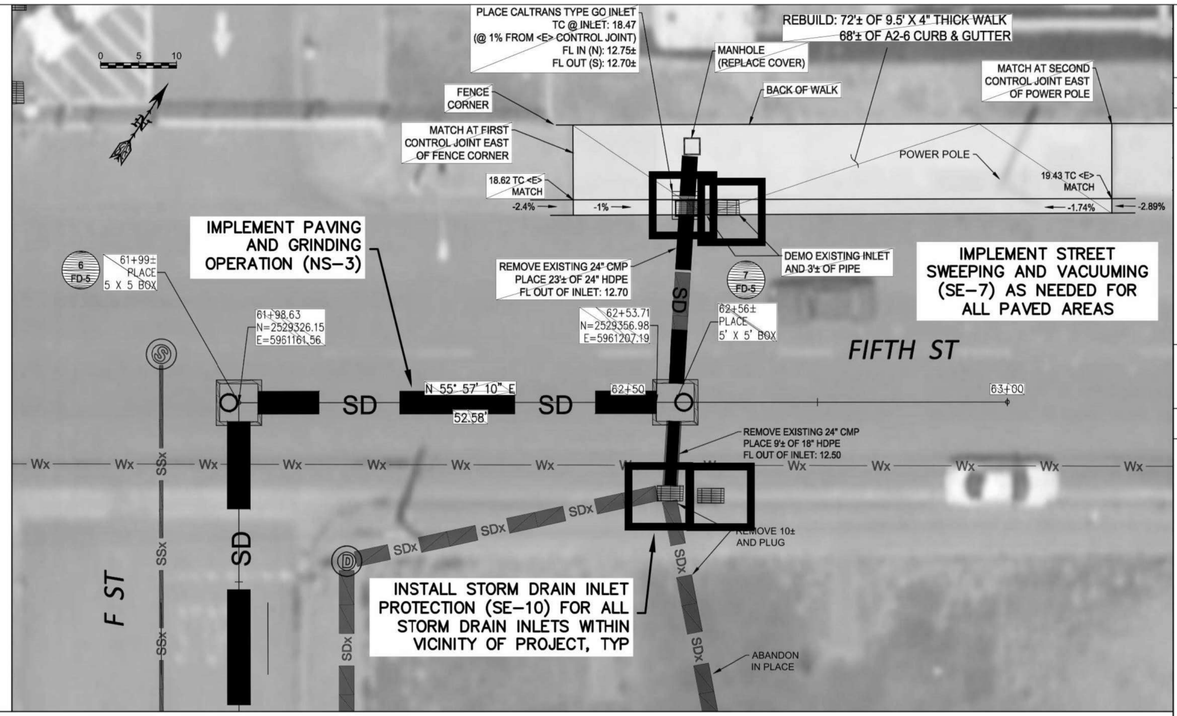
F STREET STORM DRAIN PROJECT
CITY OF CRESCENT CITY
CRESCENT CITY, CALIFORNIA

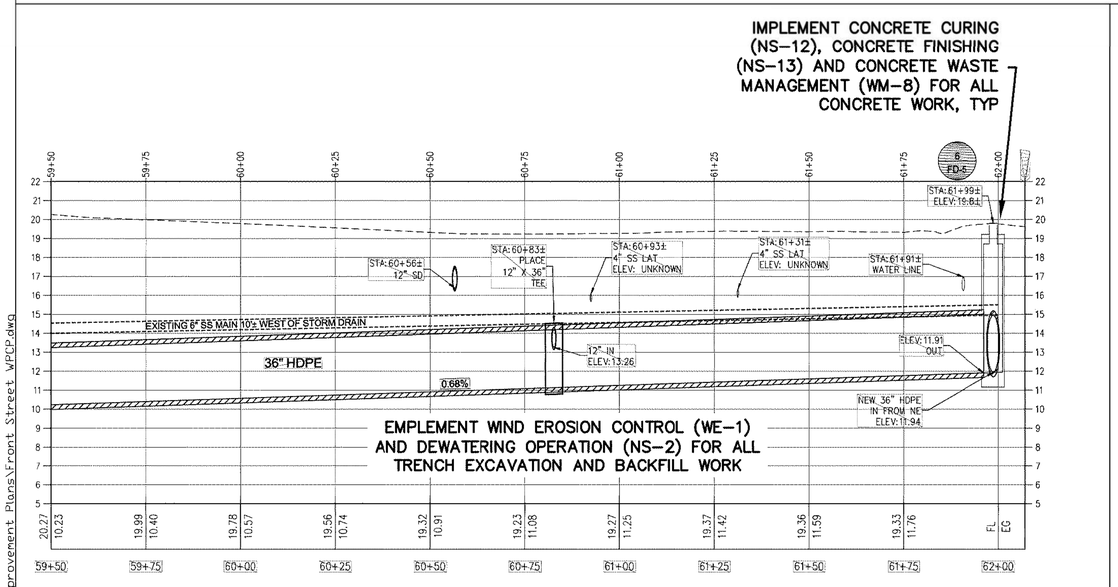
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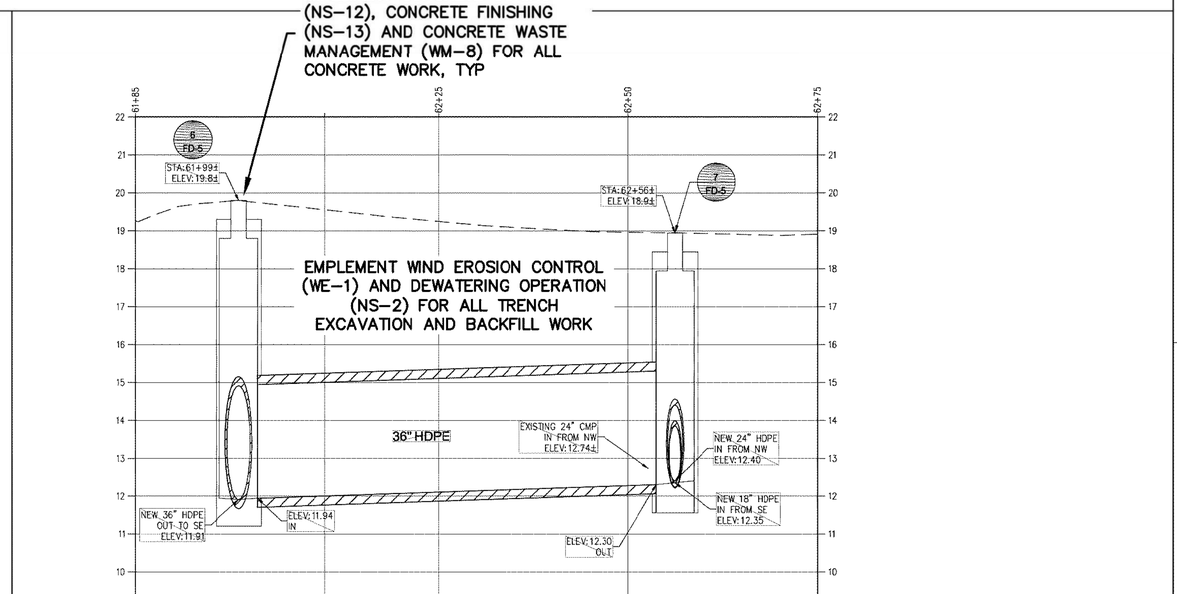
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SEE SHEET WPC-15









0 20 40 60

0 10 20 30

F STREET - FROM 58+50 TO END

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Dwg. by: GMH			

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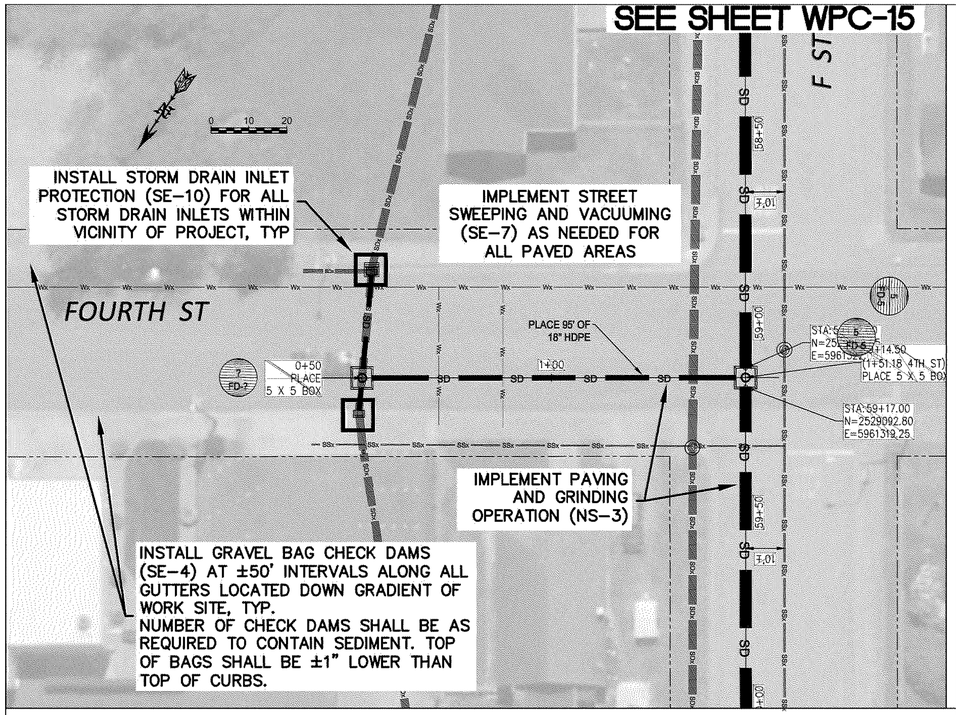
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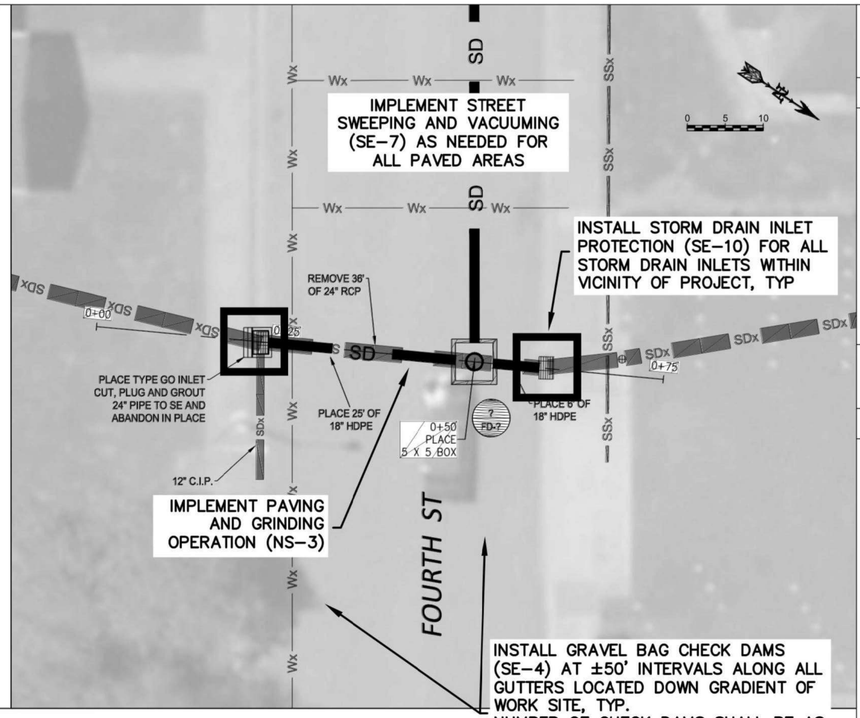
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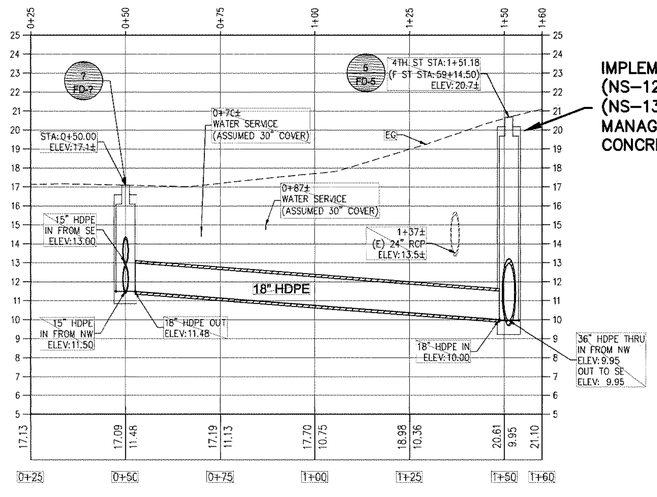
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Job No. 7369.1
DRAWING No. WPC-16
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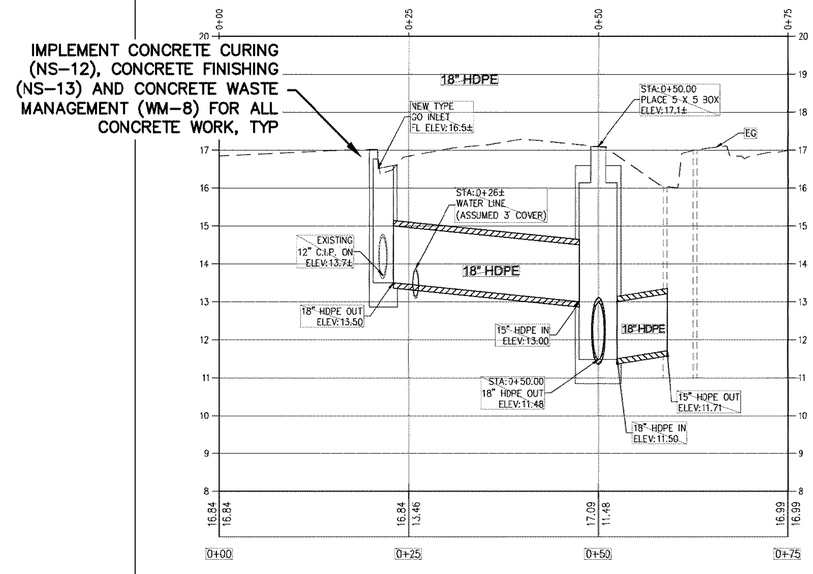
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EMPLEMENT WIND EROSION CONTROL (WE-1) AND DEWATERING OPERATION (NS-2) FOR ALL TRENCH EXCAVATION AND BACKFILL WORK



EMPLEMENT WIND EROSION CONTROL (WE-1) AND DEWATERING OPERATION (NS-2) FOR ALL TRENCH EXCAVATION AND BACKFILL WORK

0 20 40 60

0 10 20 30

FOURTH STREET

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Des. by: GMH	Date:	Checked by:	Date:
Dwg. by: GMH			

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WATER POLLUTION CONTROL

F STREET STORM DRAIN PROJECT
CITY OF CRESCENT CITY
CRESCENT CITY, CALIFORNIA

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WPC-17

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